

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

**CONTRACT FOR COMMUNITY DEVELOPMENT**  
**( *M.G.L. Ch. 30, Sec. 39m* )**

**PROJECT MANUAL:**  
**PELLEGRINI PARK**  
**IMPROVEMENTS**  
***INVITATION FOR BID #14-04***

**Pre-Bid Meeting: July 25, 2013 at 10:30 a.m.**

**Bid Opening Date: August 15, 2013 at 10:30 a.m.**

**JULY 2013**

**Setti D. Warren, Mayor**

# CITY OF NEWTON

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**END OF SECTION**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #14-04**

The City of Newton invites sealed bids from Contractors for

**PELLEGRINI PARK IMPROVEMENTS**

**Pre-Bid Meeting:** **10:30 a.m., Thursday, July 25, 2013 on site at  
Pellegri Park, 11 Hawthorn Street**

**Bids will be received until:** **10:30 a.m., Thursday, August 15, 2013**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

No allowance or adjustment to the contract price will be made on account of bidder's failure to become fully familiar with local conditions affecting the cost of work. Work for this contract shall consist of installing a new playground with resilient rubber surfacing, new play equipment and swings, precast concrete curbing, site furnishings, new seeded lawn and plantings, new cast in place concrete walks and ramp with metal handrails. Re-grading is necessary for the playground. The Pre-Bid Meeting is mandatory to be considered a responsive bidder.

Work shall reach **substantial completion no later than 90** calendar days upon full contract execution, with liquidated damages thereafter.

Contract Documents will be available on line at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at the Purchasing Department **after 10:00 a.m., July 18, 2013**. There is no charge for contract documents.

All bids must be accompanied by a bid surety in an amount that is not less than five percent (5%) of the value of the bid, including all alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by law, the City will retain all bid deposits for withdrawn bids.**

**All bids shall be submitted as one ORIGINAL and one COPY.** Award shall be made to the lowest responsible and eligible bidder including all accepted Alternates.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor Standards pursuant to M.G.L. Chapter 149, §§26 to 27H or the Davis Bacon Act, whichever is higher. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Bidders attention is directed to the requirements of the Federal Labor Standards Provisions, the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby posted to the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

**It is the sole responsibility of the contractor downloading** these bids to ensure they have received any and all **addenda** prior to the bid opening. If you download bids from the internet site and would like to make it known that your company has done so, you may fax or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) the Purchasing Department. (617-796-1227) with your NAME, ADDRESS, PHONE, FAX **AND INVITATION FOR BID NUMBER. Drawings for this project must be obtained through the City of Newton's Purchasing Department.**

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

**CITY OF NEWTON**  
Nicholas Read  
Purchasing Department  
July 18, 2013

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, Conditions of the Contract , General Requirements and Project Specifications (collectively referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by Tuesday, August 6, 2013 at 12:00 noon(Should this be later since the bid opening is on the 15<sup>th</sup>)
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE who is not a member of the Purchasing Department regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), , once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-04**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted

the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- GENERAL BID FOR: **#14-04**
  - NAME OF PROJECT: **Pellegrini Park Improvements**
  - BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.8 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.10 "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be

effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids. Bidders are reminded that their bid deposite covers the City for damages when a bidder withdraws its bid **after** the bid submission date. **Be advised that to the extent permitted by law, the City will retain all bid deposits for withdrawn bids.**
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof. Bidders must demonstrate five years' experience in resilient rubber surface installation and all other components.
- 7.6 Subsequent to the award and within two (2) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

- 7.7 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #14-04**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**PELLEGRINI PARK IMPROVEMENTS**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. The Price is:

Base Bid Items	Estimated Quantity	Unit Price	Total price
1. General Conditions of City of Newton Contract, including Police details (All police details will be paid for by the Planning and Development Department based on actual cost, and the Lump Sum is provided as an estimate only.)	LS		\$2,000.00
2. Miscellaneous Work Allowance (Landscape Architect's Discretionary Fund)	1 ALLOW		\$1,000.00
3. Tree Protection	1 LS	\$_____	\$_____
4. Remove and dispose of mulch surface	110 CY	\$_____	\$_____
5. Remove and dispose of ex. double timber edge	220 LF	\$_____	\$_____
6. Remove and dispose of ex. play equipment	1 LS	\$_____	\$_____
7. Remove & dispose of ex. pool basin	1 LS	\$_____	\$_____
8. Remove & dispose of 3-4' ht. chain link fence and gates	240 LF	\$_____	\$_____
9. Remove & dispose of 6-10' ht. chain link fence and one (1 ea.) double gate and one (1 ea.) single gate	310 LF	\$_____	\$_____
10. Remove & dispose of ex. conc. drinking fountain	1 LS	\$_____	\$_____
11. Salvage and stockpile ex. site furniture	1 LS	\$_____	\$_____
12. Stump Removal	2 EA	\$_____	\$_____
13. Temporary Construction fence 8' ht.- set up & remove	380 LF	\$_____	\$_____
14. Strip and Stockpile Topsoil	14 CY	\$_____	\$_____
15. Excavation, Removal & Disposal of all unsuitable and surplus excavated materials from Site	250 CY	\$_____	\$_____
16. Excavation and Backfilling	250 CY	\$_____	\$_____
17. Decompaction of Existing Soils	670 SY	\$_____	\$_____



18. Granular Fill	95 CY	\$_____	\$_____
19. Stonedust	10 CY	\$_____	\$_____
20. Bituminous Concrete Walk and Court Paving	811 SY	\$_____	\$_____
21. Color Sealcoat	375 SY	\$_____	\$_____
22. Line Painting	1 LS	\$_____	\$_____
23. Resilient Safety Surface	2600 SF	\$_____	\$_____
24. Concrete Paving	1 LS	\$_____	\$_____
25. Precast Concrete Curb	72 LF	\$_____	\$_____
26. Install Ex. Benches	5 EA	\$_____	\$_____
27. Install Ex. Bike Posts	1 LS	\$_____	\$_____
28. Play Equipment 'A', 'B' and 'C'	1 LS	\$_____	\$_____
29. Basketball Goal, Net & Post	1 LS	\$_____	\$_____
30. Concrete Filled Steel Bollard	1 EA	\$_____	\$_____
31. Metal Edging	26 LF	\$_____	\$_____
32. 4' ht. Vinyl Chain Link Fence	260 LF	\$_____	\$_____
33. 10' ht. Vinyl Chain Link Fence	330 LF	\$_____	\$_____
34. 4' ht. Vinyl Chain Link Double Gate	1 EA	\$_____	\$_____
35. 7' ht. Vinyl Chain Link Single Gate and Transom	1 EA	\$_____	\$_____
36. Topsoil Spread and Fine-Graded from Stockpile	14 CY	\$_____	\$_____
37. Topsoil Delivered, Spread and Fine Graded	120 CY	\$_____	\$_____
38. Planting Soil Furnished and Spread	30 CY	\$_____	\$_____
39. Seeded Lawns	650 SF	\$_____	\$_____
40. Mulch	6 CY	\$_____	\$_____
41. Syringa reticulata 'Ivory Silk'	1 EA	\$_____	\$_____
42. Ginkgo biloba 'Autumn Gold'	3 EA	\$_____	\$_____
43. Ulmus parviflora 'Athena'	1 EA	\$_____	\$_____
47. Drinking Fountain	1 EA	\$_____	\$_____
48. Leaching Basin	1 LS	\$_____	\$_____

**Total Cost (Base Bid Items 1-43 and 47-48) = \$\_\_\_\_\_**

**Alternate Items:**

**ALTERNATE NO. 1**

44. Red Oak	1 EA	\$ _____	\$ _____
<b>Total Cost (Alternate No. 1) =</b>			\$ _____

**ALTERNATE NO. 2**

45. Red Oak	1 EA	\$ _____	\$ _____
<b>Total Cost (Alternate No. 2) =</b>			\$ _____

**ALTERNATE NO. 3**

46. Shrubs and Perennials	1 LS	\$ _____	\$ _____
<b>Total Cost (Alternate No. 3) =</b>			\$ _____

COMPANY \_\_\_\_\_

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Contractor's Certification Form, 2 pages
- ☐ Subcontractor's Certification Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ A five percent (5%) bid deposit/bid guarantee
- ☐ Signed Bid Form, 4 pages

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount	_____ %	_____ Days
Prompt Payment Discount	_____ %	_____ Days
Prompt Payment Discount	_____ %	_____ Days

F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip

\_\_\_\_\_  
(Telephone / FAX)

\_\_\_\_\_  
E-mail Address

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a/ give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## BIDDER'S QUALIFICATIONS AND REFERENCES FORM

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. LIST PERSONNEL, RESPONSIBILITIES FOR THIS PROJECT, AND YEARS EXPERIENCE IN SIMILAR WORK.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 10. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. SHOULD INCLUDE REFERENCES FOR THE INSTALLATION OF RUBBER PLAY SURFACE.

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

11. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business



**Purchasing Department**

Nicholas Read ☎ *Chief Procurement Officer*

1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Mayor  
Setti D. Warren

Date \_\_\_\_\_

Vendor \_\_\_\_\_

Re: Certification of Non-Debarment for Invitation For Bid # \_\_\_\_\_

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY-CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him,

and \_\_\_\_\_ hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

### PELLEGRINI PARK IMPROVEMENTS

**ARTICLE 2. TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within 60 calendar days of contract execution.

**ARTICLE 3. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:

(\$ \_\_\_\_\_)

**All police detail will be paid for by the Planning and Development Department based on actual cost. The contract price will reflect an estimate police detail cost, however final payment will be the sum of the contract less police detail.**

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation for Bid #14-04 issued by the Purchasing Department;
- c. The Project Manual Pellegrini Park Improvements, including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated Davis Bacon and prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: \_\_\_\_\_

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following account:

**506016**

**(CD1108G)**

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Director of Planning and Development*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Name:\_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CITY OF NEWTON, MASSACHUSETTS

### PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2013, for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **CITY OF NEWTON**

### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

#### **1.0 DEFINITIONS**

##### **1.1 THE CONTRACT DOCUMENTS**

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

##### **1.2 THE WORK**

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

##### **1.3 OWNER**

The term "Owner" is the City of Newton.

##### **1.4 CONTRACT OFFICER**

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

##### **1.5 CONTRACTOR**

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

##### **1.6 SUBSTANTIAL COMPLETION**

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

#### **2.0 CONTRACT ADMINISTRATION**

##### **2.1 PRE-CONSTRUCTION CONFERENCE**

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

##### **2.2 CONTRACT PERIOD**

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

## **2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK**

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

## **2.4 CHANGES**

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

## **2.5 PAYMENTS**

### **2.5.1 CONTRACT PRICE**

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **2.6 APPLICATIONS FOR PAYMENT**

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

## **2.7 FINAL PAYMENT**

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

## **2.8 GUARANTY AND WARRANTY**

### **2.8.1 WARRANTY**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **2.8.2 GENERAL GUARANTY**

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to



make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

## **2.9 INSURANCE REQUIREMENTS**

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

### **WORKER'S COMPENSATION**

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

### **COMMERCIAL GENERAL LIABILITY**

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

### **VEHICLE LIABILITY**

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

## **2.9.2 OWNER AS CO-INSURED**

**The Owner shall be named as additional insureds on the Contractor's Liability Policies.**

## **2.9.3 CERTIFICATES OF INSURANCE, POLICIES**

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner upon contract execution. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

## **2.9.4 CANCELLATION**

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

## **2.10 INDEMNIFICATION**

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

## **2.11 BONDS**

The Contractor shall provide the Owner with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

## **2.12 TERMINATION**

### **2.12.1 TERMINATION FOR CAUSE**

The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

- a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- b. A receiver has been appointed of the Contractor's property.
- c. All or a part of the Work has been abandoned.
- d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
- e. The Owner has determined that the rate of progress required on the project is not being met.
- f. The Contractor has substantially violated any provisions of this Contract.

ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.

iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

### **2.12.2 TERMINATION - NO FAULT**

i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.

ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

## **2.13 PERMITS, FEES, AND NOTICES**

2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **2.14 SAFETY REQUIREMENTS**

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

## **2.15 TEMPORARY HEATING**

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work. Any permanent heating equipment used shall be turned over to the City in the condition and at the time required by the specifications.

## **2.16 AVAILABILITY AND USE OF UTILITY SERVICES**

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- 2.16.2 The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

## **2.17 DISPUTES**

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

## **2.18 LIQUIDATED DAMAGES**

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$1000.00 for each day of delay. If

different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

### **3.0 SALES TAX EXEMPTION AND OTHER TAXES**

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

### **3.1 PROHIBITION AGAINST LIENS**

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

### **3.2 ORDER OF PRECEDENCE**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

### **3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

**END OF THIS SECTION**

## **CITY OF NEWTON**

### **SPECIAL CONDITIONS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION**

The following Special Conditions supplement the City of Newton General Conditions of the Contract for Public Works Construction. The following clauses relate in particular to this contract. In the event of conflict or ambiguity between the General Conditions and these Special Conditions, the Special Conditions take precedence and shall govern.

1. The Contractor shall provide such police officers as the Owner's Representative deems necessary for the direction and control of traffic entering, passing through and leaving the site of the contract. Such officers shall wear regulation policemen's uniforms and fluorescent safety vests. The City will reimburse the Contractor for payments made for the services of all traffic officers. The Contractor is required to submit to the Owner's Representative copies of evidence of payment.
2. Unless otherwise specified elsewhere in this contract or specifically directed by the Owner's Representative, all excavated material shall be wasted off-site at the Contractors' expense. No City of Newton disposal area will be available for this purpose.
3. The Contractor shall make his own arrangements with the owners of land other than the City easements occupied by or used by him in the prosecution of this contract and shall hold the City harmless from any and all claims for damages caused by or arising from such occupation or use. All temporary roadways built to accommodate equipment, trucks, etc., shall be built at the Contractor's own expense.
4. The City does not guarantee the locations of existing pipes or underground conduits. The locations of these structures shown on the plans are approximate. In private lands where sprinkler systems, driveway, walk and step heating cables and/or heating pipes are encountered, the Contractor shall use due caution when excavating in the vicinity of these structures and any pipes to be removed are the responsibility of the Contractor. The Contractor to ascertain location of underground infrastructure, and propose adjustments to site plan to be approved by Owner.
5. The City does not guarantee the nature of any material encountered in any excavation. The Contractor must make his own examination, by boring, test holes, or otherwise, for determining the nature of the material to be excavated or the conditions under which the work is to be performed, and make his bid in sole reliance thereon.
6. The Contractor shall clean up the entire project before the City will accept the work. All rubbish, tree stumps, boulders from any excavation, surplus excavated material, unless specifically ordered by the Owner's Representative to do otherwise, or any other debris shall be disposed of by the Contractor. The entire area within the easements and all other areas disturbed by the Contractor shall be graded and left in a condition comparable to that as found originally and satisfactory to the Owner's Representative. All the work mentioned in this paragraph shall be included in the Furnishing, Trenching and Laying Item.
7. All trenches and areas resurfaced by the Contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the work and he shall replace such resurfacing at his own expense. The City Owner's Representative shall be sole judge as to what constitutes a failure and which portion of the resurfacing is to be replaced, and his decision shall be final.
8. Before starting the work and from time to time during its progress, as the Owner's Representative may request, the Contractor shall submit to the Owner's Representative a written description of the methods he plans to use in doing the work and the various steps he intends to take.
9. The terms "earth excavation" and "excavation" used throughout these specifications shall include all the material to be excavated and/or removed (except rock excavation) including peat, muck, roots, trees, stumps, and all other material necessary for the completion of the work to be done as specified.
10. The term "complete in place" used throughout these specifications shall include all the work to be done for the completion of the item as specified.

11. The Contractor shall cooperate with other Contractors, Utility Companies and/or City of Newton Departments that may be working on or near the work site covered by the contract. The Owner's Representative will decide as to the respective rights of the parties involved and his decisions shall be final.
12. The Contractor shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless the City of Newton for any and all damages or claims that may arise because of inconveniences, delays or loss experienced by him because of the presence and operations of other Contractors, Utility Companies and/or City of Newton Departments working near or within the limits of the contract.
13. The Contractor shall begin on receipt of written orders to do so, and the work once begun shall be continuously carried forward with a force of men adequate in the opinion of the Owner's Representative to complete the work in a reasonable and expeditious manner, inclement and unseasonable weather conditions excepted. In the event the Owner's Representative determines that the Contractor has not begun work on written orders to do so, or that the work once begun has been abandoned without authority, then the Owner's Representative shall give the Contractor seventy-two (72) hours' notice (Sunday excepted) to begin work, or resume work in case of abandonment. Failure of the Contractor to act within this specified time shall be deemed a breach of this contract and the Contractor shall be held liable for any damage or expense arising from such breach of contract.
14. Upon commencement of the work the Contractor shall assume full charge and care thereof and he shall take every necessary precaution against injury or damage to the work by action of the elements, or from any cause whatever, whether arising from the execution or the non-execution of the contract. The Contractor shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes.
15. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before the completion and final acceptance of the work, and shall bear the expense thereof.
16. All notices, demands, requests, instructions, approvals and claims must be in writing. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.
17. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.
18. The Contractor shall supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies on the project. The Contractor shall cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.
19. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time. The work shall be conducted between the hours of 7:00 a.m. and 4:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays other than for emergencies, or unless specifically authorized by the City.
20. The Contractor shall, with each monthly invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.
21.
  - a.) Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
  - b.) An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
  - c.) The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L. Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the



decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.

- d.) For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
  - e.) Except as otherwise provided for by the provisions of M.G.L. Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs
22. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the City of Newton for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the City of Newton from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the City of Newton for alleged infringement of patents based upon any methods of construction or application of upon materials furnished under the Contract.
23. The Contractor shall make no excavation in any public way or utility easement unless at least forty-eight (48) hours, exclusive of Saturdays, Sundays and legal holidays, before the proposed excavation is to be made, he has given notice in writing by registered mail, of the proposed excavation to such Public Utility Companies as supply gas, electricity and telephone service in the City, to such private companies as supply cable television service in the City and also to the City of Newton Water Department. Such notice shall set forth the name of the street and a reasonably accurate description of the location in which the excavation is to be made. The Contractor shall comply with the Dig Safe Law (G.L. c. 82, Sec. 40).
24. The Contractor shall exercise the greatest of care to ensure that no material being hauled either to or from the site by him or his sub-contractor's, is spilled onto any way, public or private, within the City limits. In the event that such spillage does occur, it shall be the Contractors' responsibility to remove the spilled material and clean the area by the end of the work day. If in the judgment of the Owner's Representative, the Contractor has not satisfactorily cleaned the area of any spill, the Owner's Representative may then order the area to be cleaned by the City at the Contractors' expense.
25. No cement concrete shall be poured after October 30, unless the Contractor receives prior written authority to do so from the Commissioner of Public Works.

#### **END OF THIS SECTION**

## GENERAL PROVISIONS

### 1.0 PROJECT SITE

- A. The area of work shall be the PELLEGRINI PARK, Newton, MA.

### 2.0 TIME FOR COMPLETION

- A. The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor. All work shall be fully complete within ninety (90) calendar days from the stipulated date.

### 3.0 PAYMENT

- A. Payment to the Contractor shall be made in accordance with the provisions of Paragraph 2.6 of the General Conditions. The amount of retainage established for this contract shall be 5%.

### 4.0 LIQUIDATED DAMAGES

- A. As actual damages for any delay in completion are impossible to determine, the Contractor and his/her sureties shall be liable for and shall pay one thousand dollars (\$1000.00) as fixed, and agreed liquidated damages for each calendar day of delay beyond the completion date stated in the Notice to Proceed until the work is brought to full and accepted completion.

### 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.

### 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

### 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies on the project.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.
- C. Provide 24 hour minimum notice to building management to prepare for access to any site area.

### 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 4:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays other than for emergencies, or unless specifically authorized by the City.



- C. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

## 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

- A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

- B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

- C. The Contractor shall at the end of each work day leave the fields in usable condition. There shall be no open holes/trenches or exposed irrigation heads that could pose a trip hazard or potential injury to persons using the fields.

- D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

- E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

- F. The Contractor is responsible for the security of all work until it is accepted by the City.

## 11.0 TEMPORARY UTILITIES

- A. While the work is being carried out no electricity will be provided by the City. Toilet facilities for use by the Contractor's employees shall be maintained in a sanitary condition by the Contractor.

## 12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each monthly invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

## 13.0 DRAWINGS

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.

- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

#### 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L. Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. Except as otherwise provided for by the provisions of M.G.L. Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutu is more costly, the Contracotr shall pay for such costs

#### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of upon materials furnished under the Contract.

### **END OF THIS SECTION**

## CITY OF NEWTON

### SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

#### I. SUMMARY OF WORK

##### A. The Work under the Contract References **IFB #14-04** and consists of:

1. Site preparation, installation of a new playground with resilient safety surfacing, new play equipment, installation of existing site furnishings, new vinyl coated chain link fencing and gates, new seeded lawn and plantings, bituminous concrete walks and basketball court pavement with color sealcoat, new basketball goal, net and post, new tree plantings and seeded lawn.
2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated is not to be done.

##### B. In addition the work under the contract includes:

1. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
2. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
3. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

##### C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

#### II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

##### A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

##### B. The time for substantial completion pursuant to **Article 2** of the **Contract** shall be ninety (60) calendar days.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 2.18** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

### III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation , Automobile Liability, Commercial General Liability, Contingent Commercial General Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
  - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
  - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
  - 3. Commercial General Liability Insurance and Contingent Commercial General Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
  - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF THIS SECTION

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

**END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: #14-04  
Description of Work: Pellegrini Park Improvements - Construction of a playground, half basketball court and landscaping at Pellegrini Park  
Job Location: 22 Hawthorn Street  
City/Town: NEWTON

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 36 (ZONE 1)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2010**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.06	\$10.18	\$18.15	\$0.00	\$76.39
	02/01/2014	\$48.62	\$10.18	\$18.15	\$0.00	\$76.95
	08/01/2014	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
	02/01/2015	\$50.08	\$10.18	\$18.22	\$0.00	\$78.48
	08/01/2015	\$50.98	\$10.18	\$18.29	\$0.00	\$79.45
	02/01/2016	\$51.55	\$10.18	\$18.29	\$0.00	\$80.02
	08/01/2016	\$52.45	\$10.18	\$18.37	\$0.00	\$81.00
	02/01/2017	\$53.02	\$10.18	\$18.37	\$0.00	\$81.57

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.83	\$0.00	\$51.72
2	60	\$28.45	\$10.18	\$17.83	\$0.00	\$56.46
3	70	\$33.19	\$10.18	\$17.83	\$0.00	\$61.20
4	80	\$37.93	\$10.18	\$17.83	\$0.00	\$65.94
5	90	\$42.67	\$10.18	\$17.83	\$0.00	\$70.68

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.03	\$10.18	\$18.15	\$0.00	\$52.36
2	60	\$28.84	\$10.18	\$18.15	\$0.00	\$57.17
3	70	\$33.64	\$10.18	\$18.15	\$0.00	\$61.97
4	80	\$38.45	\$10.18	\$18.15	\$0.00	\$66.78
5	90	\$43.25	\$10.18	\$18.15	\$0.00	\$71.58

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 1 (Eastern Massachusetts)</i>	03/01/2013	\$33.92	\$9.80	\$15.61	\$0.00	\$59.33
	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.96	\$9.80	\$1.57	\$0.00	\$28.33
2	60	\$20.35	\$9.80	\$1.57	\$0.00	\$31.72
3	70	\$23.74	\$9.80	\$10.90	\$0.00	\$44.44
4	75	\$25.44	\$9.80	\$10.90	\$0.00	\$46.14
5	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
6	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
7	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37
8	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2013	\$42.74	\$10.65	\$18.61	\$1.30	\$73.30
BRICKLAYERS LOCAL 3 (NEWTON)	01/01/2014	\$43.66	\$10.65	\$18.61	\$1.30	\$74.22
	07/01/2014	\$44.26	\$10.65	\$18.61	\$1.30	\$74.82
	01/01/2015	\$45.20	\$10.65	\$18.61	\$1.30	\$75.76
	07/01/2015	\$45.78	\$10.65	\$18.61	\$1.30	\$76.34
	01/01/2016	\$46.70	\$10.65	\$18.61	\$1.30	\$77.26

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.37	\$10.65	\$12.11	\$1.30	\$45.43
2	60	\$25.64	\$10.65	\$13.61	\$1.30	\$51.20
3	65	\$27.78	\$10.65	\$14.61	\$1.30	\$54.34
4	70	\$29.92	\$10.65	\$15.61	\$1.30	\$57.48
5	75	\$32.06	\$10.65	\$16.61	\$1.30	\$60.62
6	80	\$34.19	\$10.65	\$17.61	\$1.30	\$63.75
7	90	\$38.47	\$10.65	\$18.61	\$1.30	\$69.03

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.83	\$10.65	\$12.11	\$1.30	\$45.89
2	60	\$26.20	\$10.65	\$13.61	\$1.30	\$51.76
3	65	\$28.38	\$10.65	\$14.61	\$1.30	\$54.94
4	70	\$30.56	\$10.65	\$15.61	\$1.30	\$58.12
5	75	\$32.75	\$10.65	\$16.61	\$1.30	\$61.31
6	80	\$34.93	\$10.65	\$17.61	\$1.30	\$64.49
7	90	\$39.29	\$10.65	\$18.61	\$1.30	\$69.85

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2013	\$41.34	\$10.00	\$13.55	\$0.00	\$64.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$42.12	\$10.00	\$13.55	\$0.00	\$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
PAINTERS LOCAL 35 - ZONE 2						

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$58.80	\$9.80	\$17.67	\$0.00	\$86.27
	08/01/2013	\$61.05	\$9.80	\$17.67	\$0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	\$0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	\$0.00	\$93.02
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total RateApprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	\$10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	\$11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	\$11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	\$11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	\$12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
2	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
3	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
4	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
5	50	\$22.10	\$13.00	\$10.86	\$0.00	\$45.96
6	55	\$24.31	\$13.00	\$11.20	\$0.00	\$48.51
7	60	\$26.52	\$13.00	\$11.53	\$0.00	\$51.05
8	65	\$28.73	\$13.00	\$11.86	\$0.00	\$53.59
9	70	\$30.94	\$13.00	\$12.19	\$0.00	\$56.13
10	75	\$33.15	\$13.00	\$12.53	\$0.00	\$58.68

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR  
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2012    \$52.45    \$8.78    \$6.96    \$0.00    \$68.19

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

## Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
<i>LOCAL 103</i>	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$33.73	\$10.00	\$13.55	\$0.00	\$57.28
	12/01/2013	\$34.39	\$10.00	\$13.55	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91
GLAZIERS LOCAL 35 (ZONE 2)						

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - OPERATING ENGINEERS - Local 4**

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.19	\$10.00	\$0.00	\$0.00	\$32.19
2	60	\$24.20	\$10.00	\$13.55	\$0.00	\$47.75
3	65	\$26.22	\$10.00	\$13.55	\$0.00	\$49.77
4	70	\$28.24	\$10.00	\$13.55	\$0.00	\$51.79
5	75	\$30.26	\$10.00	\$13.55	\$0.00	\$53.81
6	80	\$32.27	\$10.00	\$13.55	\$0.00	\$55.82
7	85	\$34.29	\$10.00	\$13.55	\$0.00	\$57.84
8	90	\$36.31	\$10.00	\$13.55	\$0.00	\$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.62	\$10.00	\$0.00	\$0.00	\$32.62
2	60	\$24.67	\$10.00	\$13.55	\$0.00	\$48.22
3	65	\$26.73	\$10.00	\$13.55	\$0.00	\$50.28
4	70	\$28.78	\$10.00	\$13.55	\$0.00	\$52.33
5	75	\$30.84	\$10.00	\$13.55	\$0.00	\$54.39
6	80	\$32.90	\$10.00	\$13.55	\$0.00	\$56.45
7	85	\$34.95	\$10.00	\$13.55	\$0.00	\$58.50
8	90	\$37.01	\$10.00	\$13.55	\$0.00	\$60.56

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
LABORERS - ZONE 1	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	\$8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	\$9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	\$9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	\$10.34	\$0.00	\$54.16

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	\$8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	\$9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	\$9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	\$10.34	\$0.00	\$55.44

**Notes:**

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2013	\$40.23	\$7.70	\$18.35	\$0.00	\$66.28
IRONWORKERS LOCAL 7 (BOSTON AREA)						

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 03/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	\$18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	\$18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	\$18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	\$18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	\$18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	\$18.35	\$0.00	\$62.26

Notes:

\*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR  
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER  
LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - LABORER - Zone 1

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	\$12.45	\$0.00	\$39.38
2	70	\$23.14	\$7.10	\$12.45	\$0.00	\$42.69
3	80	\$26.44	\$7.10	\$12.45	\$0.00	\$45.99
4	90	\$29.75	\$7.10	\$12.45	\$0.00	\$49.30

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$12.45	\$0.00	\$39.83
2	70	\$23.66	\$7.10	\$12.45	\$0.00	\$43.21
3	80	\$27.04	\$7.10	\$12.45	\$0.00	\$46.59
4	90	\$30.42	\$7.10	\$12.45	\$0.00	\$49.97

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
LABORERS - ZONE 1						
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.66	\$10.18	\$16.83	\$0.00	\$63.67
	02/01/2014	\$37.11	\$10.18	\$16.83	\$0.00	\$64.12
	08/01/2014	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	02/01/2015	\$38.27	\$10.18	\$16.90	\$0.00	\$65.35
	08/01/2015	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	02/01/2016	\$39.43	\$10.18	\$16.97	\$0.00	\$66.58
	08/01/2016	\$40.13	\$10.18	\$17.05	\$0.00	\$67.36
	02/01/2017	\$40.59	\$10.18	\$17.05	\$0.00	\$67.82

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	\$16.51	\$0.00	\$44.79
2	60	\$21.72	\$10.18	\$16.51	\$0.00	\$48.41
3	70	\$25.34	\$10.18	\$16.51	\$0.00	\$52.03
4	80	\$28.96	\$10.18	\$16.51	\$0.00	\$55.65
5	90	\$32.58	\$10.18	\$16.51	\$0.00	\$59.27

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.33	\$10.18	\$16.83	\$0.00	\$45.34
2	60	\$22.00	\$10.18	\$16.83	\$0.00	\$49.01
3	70	\$25.66	\$10.18	\$16.83	\$0.00	\$52.67
4	80	\$29.33	\$10.18	\$16.83	\$0.00	\$56.34
5	90	\$32.99	\$10.18	\$16.83	\$0.00	\$60.00

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH  
BRICKLAYERS LOCAL 3 - MARBLE & TILE

02/01/2013	\$47.45	\$10.18	\$17.83	\$0.00	\$75.46
08/01/2013	\$48.10	\$10.18	\$18.15	\$0.00	\$76.43
02/01/2014	\$48.66	\$10.18	\$18.15	\$0.00	\$76.99
08/01/2014	\$49.56	\$10.18	\$18.22	\$0.00	\$77.96
02/01/2015	\$50.12	\$10.18	\$18.22	\$0.00	\$78.52
08/01/2015	\$51.02	\$10.18	\$18.29	\$0.00	\$79.49
02/01/2016	\$51.59	\$10.18	\$18.29	\$0.00	\$80.06
08/01/2016	\$52.49	\$10.18	\$18.37	\$0.00	\$81.04
02/01/2017	\$53.06	\$10.18	\$18.37	\$0.00	\$81.61

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	\$17.83	\$0.00	\$51.74
2	60	\$28.47	\$10.18	\$17.83	\$0.00	\$56.48
3	70	\$33.22	\$10.18	\$17.83	\$0.00	\$61.23
4	80	\$37.96	\$10.18	\$17.83	\$0.00	\$65.97
5	90	\$42.71	\$10.18	\$17.83	\$0.00	\$70.72

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.05	\$10.18	\$18.15	\$0.00	\$52.38
2	60	\$28.86	\$10.18	\$18.15	\$0.00	\$57.19
3	70	\$33.67	\$10.18	\$18.15	\$0.00	\$62.00
4	80	\$38.48	\$10.18	\$18.15	\$0.00	\$66.81
5	90	\$43.29	\$10.18	\$18.15	\$0.00	\$71.62

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2013	\$34.68	\$9.80	\$15.76	\$0.00	\$60.24
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2013	\$35.45	\$9.80	\$15.76	\$0.00	\$61.01
	04/01/2014	\$36.23	\$9.80	\$15.76	\$0.00	\$61.79
	10/01/2014	\$37.18	\$9.80	\$15.76	\$0.00	\$62.74
	04/01/2015	\$38.14	\$9.80	\$15.76	\$0.00	\$63.70

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.07	\$9.80	\$4.32	\$0.00	\$33.19
2	65	\$22.54	\$9.80	\$13.01	\$0.00	\$45.35
3	75	\$26.01	\$9.80	\$13.80	\$0.00	\$49.61
4	85	\$29.48	\$9.80	\$14.58	\$0.00	\$53.86

Effective Date - 10/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.50	\$9.80	\$4.32	\$0.00	\$33.62
2	65	\$23.04	\$9.80	\$13.01	\$0.00	\$45.85
3	75	\$26.59	\$9.80	\$13.80	\$0.00	\$50.19
4	85	\$30.13	\$9.80	\$14.58	\$0.00	\$54.51

## Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER  
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$21.17	\$10.00	\$13.55	\$0.00	\$44.72
12/01/2013	\$21.59	\$10.00	\$13.55	\$0.00	\$45.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$24.57	\$10.00	\$13.55	\$0.00	\$48.12
12/01/2013	\$25.06	\$10.00	\$13.55	\$0.00	\$48.61

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)  
PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) \*

01/01/2013

\$35.91

\$7.80

\$15.60

\$0.00

\$59.31

\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	\$0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	\$3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	\$3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	\$4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	\$13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	\$14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	\$14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	\$14.96	\$0.00	\$55.08

## Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)  
PAINTERS LOCAL 35 - ZONE 2

01/01/2013

\$33.97

\$7.80

\$15.60

\$0.00

\$57.37

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
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\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

## Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Issue Date: 07/09/2013

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.38	\$8.91	\$8.00	\$0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

Issue Date: 07/09/2013

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	\$17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	\$17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	\$17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	\$17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	\$17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	\$17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	\$17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	\$17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER  
PIPEFITTERS LOCAL 537

03/01/2013   \$49.34   \$8.75   \$14.39   \$0.00   \$72.48

## Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

Notes:

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.  
Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:\*\*

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
PLUMBERS & GASFITTERS LOCAL 12						

**Apprentice - PLUMBER/GASFITTER - Local 12**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$53.29 Step5 with lic\$59.49

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCAL 537						

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
LABORERS - ZONE 1	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roof Waterproofing &Roof Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - ROOFER - Local 33

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	\$3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	\$10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	\$10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	\$10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	\$10.70	\$0.00	\$53.00

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE  
ROOFERS LOCAL 33

02/01/2013    \$37.66    \$10.50    \$10.70    \$0.00    \$58.86

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER  
SHEETMETAL WORKERS LOCAL 17 - A

02/01/2013    \$42.32    \$9.82    \$18.24    \$2.11    \$72.49

## Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
2	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
3	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
4	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
5	50	\$21.16	\$9.82	\$8.75	\$1.19	\$40.92
6	50	\$21.16	\$9.82	\$9.00	\$1.20	\$41.18
7	60	\$25.39	\$9.82	\$10.24	\$1.36	\$46.81
8	65	\$27.51	\$9.82	\$10.99	\$1.45	\$49.77
9	75	\$31.74	\$9.82	\$12.49	\$1.62	\$55.67
10	85	\$35.97	\$9.82	\$13.49	\$1.78	\$61.06

Notes:  
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR  
PAINTERS LOCAL 35 - ZONE 2

06/01/2013    \$25.81    \$7.07    \$7.05    \$0.00    \$39.93

Issue Date: 07/09/2013

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

## Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A)	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

## Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

## Notes:

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
4	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
5	50	\$16.32	\$13.00	\$11.02	\$0.00	\$40.34
6	55	\$17.95	\$13.00	\$11.27	\$0.00	\$42.22
7	60	\$19.58	\$13.00	\$11.52	\$0.00	\$44.10
8	65	\$21.22	\$13.00	\$11.77	\$0.00	\$45.99
9	70	\$22.85	\$13.00	\$12.02	\$0.00	\$47.87
10	75	\$24.48	\$13.00	\$12.26	\$0.00	\$49.74

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
2	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
3	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
4	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
5	50	\$16.58	\$13.00	\$10.04	\$0.00	\$39.62
6	55	\$18.23	\$13.00	\$10.29	\$0.00	\$41.52
7	60	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
8	65	\$21.55	\$13.00	\$10.79	\$0.00	\$45.34
9	70	\$23.21	\$13.00	\$11.04	\$0.00	\$47.25
10	75	\$24.86	\$13.00	\$11.29	\$0.00	\$49.15

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$47.00	\$10.18	\$18.15	\$0.00	\$75.33
	02/01/2014	\$47.56	\$10.18	\$18.15	\$0.00	\$75.89
	08/01/2014	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	02/01/2015	\$49.02	\$10.18	\$18.22	\$0.00	\$77.42
	08/01/2015	\$49.92	\$10.18	\$18.29	\$0.00	\$78.39
	02/01/2016	\$50.49	\$10.18	\$18.29	\$0.00	\$78.96
	08/01/2016	\$51.39	\$10.18	\$18.37	\$0.00	\$79.94
	02/01/2017	\$51.96	\$10.18	\$18.37	\$0.00	\$80.51

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.50	\$10.18	\$18.15	\$0.00	\$51.83
2	60	\$28.20	\$10.18	\$18.15	\$0.00	\$56.53
3	70	\$32.90	\$10.18	\$18.15	\$0.00	\$61.23
4	80	\$37.60	\$10.18	\$18.15	\$0.00	\$65.93
5	90	\$42.30	\$10.18	\$18.15	\$0.00	\$70.63

Notes:

Apprentice to Journeyworker Ratio: 1:3

TEST BORING DRILLER	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$25.18	\$8.20	\$4.17	\$0.00	\$37.55
	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$35.67	\$8.20	\$4.98	\$0.00	\$48.85
	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$29.38	\$8.20	\$5.68	\$0.00	\$43.26
	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$23.08	\$8.20	\$3.94	\$0.00	\$35.22
	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class A CDL)	03/03/2013	\$35.67	\$8.20	\$8.98	\$0.00	\$52.85
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL)	03/03/2013	\$31.48	\$8.20	\$6.19	\$0.00	\$45.87
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN	03/03/2013	\$23.08	\$8.20	\$3.42	\$0.00	\$34.70
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.)	03/03/2013	\$18.89	\$8.20	\$2.61	\$0.00	\$29.70
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN	03/03/2013	\$41.97	\$8.20	\$11.26	\$0.00	\$61.43
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date - 03/03/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.18	\$8.20	\$3.92	\$0.00	\$37.30
2	65	\$27.28	\$8.20	\$4.36	\$0.00	\$39.84
3	70	\$29.38	\$8.20	\$5.06	\$0.00	\$42.64
4	75	\$31.48	\$8.20	\$5.76	\$0.00	\$45.44
5	80	\$33.58	\$8.20	\$6.46	\$0.00	\$48.24
6	85	\$35.67	\$8.20	\$7.17	\$0.00	\$51.04
7	90	\$37.77	\$8.20	\$8.36	\$0.00	\$54.33

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.66	\$8.70	\$4.24	\$0.00	\$38.60
2	65	\$27.80	\$8.70	\$4.71	\$0.00	\$41.21
3	70	\$29.94	\$8.70	\$5.43	\$0.00	\$44.07
4	75	\$32.08	\$8.70	\$6.16	\$0.00	\$46.94
5	80	\$34.22	\$8.70	\$6.88	\$0.00	\$49.80
6	85	\$36.35	\$8.70	\$7.62	\$0.00	\$52.67
7	90	\$38.49	\$8.70	\$8.83	\$0.00	\$56.02

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TELEDATA LINEMAN/EQUIPMENT OPERATOR	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>  This classification applies only to the trimming of branches on and around utility lines.	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>  This classification applies only to the trimming of branches on and around utility lines.	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

\* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2013

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



## **FEDERAL LABOR STANDARDS COMPLIANCE**

Construction contracts using any portion of Community Development Block Grant funds that exceed \$2,000, are subject to Federal Davis-Bacon Labor Standards and Minimum Wage Rates.

A number of documents must be submitted to the Newton Community Development Program in order to comply with federal regulations for projects receiving more than \$2,000 in Community Development Block Grant funding. Contractors and subcontractors will comply with the heretofore guidelines as outlined in the regulations and forms and submit appropriate documentation on a regular basis. Failure to provide the necessary documentation may delay payment to the contractor or subcontractor.

All or portions of the work to be performed under this contract is being financed with Federal assistance under Title I of the Housing and Community Development act of 1974, as amended. The following parts are hereby included and made a part of this Solicitation and Contract. Whenever the provisions of these Federal clauses differ from any other provisions of this contract, the Federal provisions shall prevail, except in the case of minimum wage rates where the higher of the Federal or State Wage Determination shall prevail.

# Federal Labor Standards Provisions

*U.S. Department of Housing and Urban Development*  
**Office of Labor Relations**

## **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2)** The classification is utilized in the area by the construction industry; and
  - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

form **HUD-4010** (06/2009)  
ref. Handbook 1344.1  
Previous edition is obsolete

# TITLE 29—LABOR

## SUBTITLE A—OFFICE OF THE SECRETARY OF LABOR

### PART 3—Contractors and Subcontractors on Public Building or Public Work Financed In Whole or In Part by Loans or Grants from the United States

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Sec.

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AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part.

(b) The terms “construction,” “prosecution,” “completion,” or “repair” mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms “public building” or “public work” include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term “building or work financed in whole or in part by loans or grants from the United States” includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United

States is “employed” and receiving “wages,” regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term “any affiliated person” includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term “Federal agency” means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities. [29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

### **Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, “Statement of Compliance”, or on an identical form on the back of WH 347, “Payroll (For Contractors Optional Use)” or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify. [29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968]

### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

### **Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A “bona fide prepayment of wages” is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

- (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
- (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
- (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
- (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
- (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
- (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. [36 FR 9770, May 28, 1971]

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The

Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.  
[36 FR 9770, May 28, 1971]
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.



(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

**Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

**Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

## **SCHEDULE OF PAPERWORK SUBMITTALS FOR CDBG FUNDED PROJECTS**

<b>PAPERWORK</b>	<b>FREQUENCY</b>
Contractor and Subcontractor Certification	<b>Once at the award of the contract</b>
Weekly Certified Payroll Reports (CPR)	<b>Weekly</b>
Statement of Compliance	<b>Weekly with CPR</b>
Davis-Bacon Poster (WH – 1321)	<b>Posted During Project; site or in office</b>
Equal Employment Opportunity is the Law Poster (EEOC-P/E-1)	<b>Posted During Project; site or in office</b>
Fair Employment Law Poster	<b>Posted During Project; site or in office</b>
Wage Summary Sheet	<b>Posted During Project; site or in office</b>

### **PLEASE SEND REPORTS TO:**

James Kupfer, Community Development Planner  
Housing and Community Development Division  
City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02459  
(617) 796-1139  
(617) 796-1142 FAX  
[jkupfer@newtonma.gov](mailto:jkupfer@newtonma.gov)

## **NEWTON CONTRACTOR AND SUBCONTRACTOR CERTIFICATION FORMS**

Contractor and Subcontractor Certification forms must be submitted prior to the award of the contract.  
Failure to submit the following forms may delay payment to the contractor or subcontractor.



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US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CITY OF NEWTON CONTRACTOR'S CERTIFICATION**

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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A Contractor will not be eligible for award of a contract unless the following certification is submitted. The Contractor Certification Form is deemed a part of the resulting contract.

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**CERTIFICATION**

\_\_\_\_\_  
Contractor's Name

Acknowledges that, having submitted a bid and/or executed a contract with the City of Newton for the construction of the previously-identified project:

The Labor Standards provisions are included in the contract;

Correction of any infractions of the Labor Standards, including infractions by any subcontractors and any lower tier subcontractors, is the responsibility of the contractor.

Certifies that:

Neither the contractor nor other firm, corporation, partnership or association in which the contractor has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).

No part of the aforementioned contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation, partnership or association in which the subcontractor has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).

Agrees to obtain and forward to the City of Newton within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Certifies that:

The legal name, business address, ID # and kind of business of the undersigned are:

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Kind of Business (circle one): \_\_\_\_\_

a) A Corporation Organized in the State of

b) A Single Proprietorship

c) A Partnership

d) Other Organization (describe): \_\_\_\_\_

The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

The names and addresses and trade classifications of all other building contractors in which the undersigned has a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Intends to use the following job classifications in the work under the contract:

CONSTRUCTION JOB CLASSIFICATION

Will comply with the federal labor regulations, minority manpower ratio, and specific affirmative action steps contained herein.

\_\_\_\_\_  
Signature of authorized representative of contractor

\_\_\_\_\_  
Date

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor and a copy shall be sent to the Human Rights Commission.

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US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CITY OF NEWTON SUBCONTRACTOR'S CERTIFICATION**

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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A Subcontractor will not be eligible for award of a contract, unless such subcontractor has submitted the following certification. Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor, the following certification, which is deemed a part of the resulting contract.

---

**CERTIFICATION**

\_\_\_\_\_  
Subcontractor's Name

Acknowledges that, having submitted a bid and/or executed a contract with the City of Newton for the construction of the previously-identified project:

The Labor Standards provisions are included in the contract;

Correction of any infractions of the Labor Standards, including infractions by any subcontractors and any lower tier subcontractors, is the responsibility of the subcontractor.

Certifies that:

Neither the subcontractor nor other firm, corporation, partnership or association in which the subcontractor has substantial interest is designated as an ineligible subcontractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).

No part of the aforementioned contract has been or will be subcontracted to any subcontractor is such subcontractor or any firm, corporation, partnership or association in which the subcontractor has substantial interest is designated as an ineligible subcontractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor (29 CFR, part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-9(a)).

Agrees to obtain and forward to the City of Newton within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Certifies that:

The legal name, business address, ID # and kind of business of the undersigned are:

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Kind of Business (circle one): \_\_\_\_\_

a) A Corporation Organized in the State of \_\_\_\_\_

b) A Single Proprietorship

c) A Partnership

d) Other Organization (describe): \_\_\_\_\_

The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

The names and addresses and trade classifications of all other building contractors in which the undersigned has a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Intends to use the following job classifications in the work under the contract:

CONSTRUCTION JOB CLASSIFICATION

Will comply with the federal labor regulations, minority manpower ratio, and specific affirmative action steps contained herein.

---

Signature of authorized representative of contractor

Date

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor and a copy shall be sent to the Human Rights Commission.

## FEDERAL STATEMENT OF COMPLIANCE AND PAYROLL FORM

Construction contracts utilizing Community Development Block Grant funding exceeding \$2,000 are subject to Federal Labor Standards.

Contractors and subcontractors are required to *prepare weekly* payroll reports listing their employees' names, social security numbers and home address and the hours they work on the City's Community Development Projects. The payroll reports may be submitted every week, but must be submitted at least monthly with an accompanying Statement of Compliance *for each week of work*.

The contractors and subcontractors may submit their company's standard payroll form as long as it contains all the information required on for WH-347 (included) and accompanied by a corresponding Statement of Compliance (included).

Subcontractors should submit payroll forms to the prime contractor. The prime contractor will submit the forms to Community Development. **The contractor is responsible for ensuring full compliance from all subcontractors, including the collection of all required documentation and submitting it to the Community Development Project Manager.**

## INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM and STATEMENT OF COMPLIANCE

Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See Deductions column in this payroll.*" See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.





Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ (Building or Work); that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full  
weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the  
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of  
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a  
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such  
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OFFICIAL STATEMENT MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

## **WAGE RATE AND EQUAL EMPLOYMENT OPPORTUNITY POSTINGS**

Construction contracts utilizing Community Development Block Grant funding exceeding \$2,000 are subject to Federal Labor Standards.

Contractors are required to post wage rates in a prominent place at the work site or in their office so employees can easily and frequently read the wage rates. Contractors are required to post *at least* the Wage Summary and make the full wage decision immediately available to any employee upon request.

Contractors are required to post the Equal Employment Opportunity is the Law Poster (EEOC-P/E-1), the Massachusetts Fair Employment Law poster, as well as the Davis-Bacon Poster (WH – 1321) in a prominent place at the work site or in their office allowing employees to read the material easily.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



**ANNE MARIE BELROSE**  
Community Development Manager

CITY OF NEWTON  
Planning & Development Department  
1000 Commonwealth Avenue  
Newton, MA 02459-1449  
Direct Phone (617) 796-1130  
Office Phone (617) 796-1120  
Fax (617) 796-1142  
abelrose@newtonma.gov

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)



# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).



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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor; 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

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*EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement*

*EEOC-P/E-1 (Revised 11/09)*

# FAIR EMPLOYMENT LAW

**The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.**

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## **IT IS UNLAWFUL:**

to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.

to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.

to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry, or disability.

to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.

to refuse to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.

to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.

to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.

to discriminate against a job applicant for failure to furnish information, written or oral, concerning: A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction in any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

### **RETALIATION**

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

### **SEXUAL HARASSMENT**

151b:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions: (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

### **COMPLAINTS**

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 994-6000 voice  
(617) 994-6196 TTY

Springfield office:  
436 Dwight Street  
Suite 220  
Springfield, MA 01103  
(413) 739-2145

THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

Section 7 of M.G. L. c151B MANDATES THE POSTING OF THIS NOTICE

2004



**Davis Bacon Wage Rates in Effect 01/04/2013 - Heavy**

General Decision Number: MA130013 01/04/2013 MA13

Superseded General Decision Number: MA20120013

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex,  
Nantucket, Norfolk, Plymouth and Suffolk Counties in  
Massachusetts.

HEAVY AND MARINE CONTRUCTION PROJECTS

Modification Number      Publication Date  
                                 0                      01/04/2013

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 38.25	17.04

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BRMA0001-011 03/01/2012

FOXBORO CHAPTER

BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North  
Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton);  
NORFOLK, (Bellingham, Canton, Dedham, Foxboro, Franklin,  
Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood,  
Wrentham); and PLYMOUTH (Lakeville)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 44.46	28.35

-----  
BRMA0001-012 03/01/2012

LOWELL CHAPTER

MIDDLESEX (Acton, Ashby, Ayer, Bedford, Billerica, Boxboro,  
Carlisle, Chemsford, Dracut, Dunstabale, Ft Devens, Groton,  
Littleton, Lowell, North Acton, Pepperell, Shirley, South  
Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford,  
Wilmington)

	Rates	Fringes
BRICKLAYER.....	\$ 44.46	28.35

-----  
BRMA0001-013 03/01/2012

LOWELL CHAPTER

MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

	Rates	Fringes
BRICKLAYER.....	\$ 44.46	28.35

-----  
BRMA0003-001 08/01/2012

	Rates	Fringes
Marble & Tile Finisher.....	\$ 36.20	26.34
Marble, Tile & Terrazzo Workers.....	\$ 47.45	27.75
TERRAZZO FINISHER.....	\$ 46.35	27.56

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BRMA0003-003 09/01/2012

BOSTON CHAPTER

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 45.31	28.45

-----  
BRMA0003-011 09/01/2012

LYNN CHAPTER

ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem, Saugus, Swampscott, Topsfield, Wakefield, Wenham, West Newbury); and MIDDLESEX (North Reading, Reading, Wakefield)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 45.31	28.45

-----  
BRMA0003-012 09/01/2012

	Rates	Fringes
BRICKLAYER WALTHAM CHAPTER - MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln, Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston, Winchester, Woburn).....	\$ 45.31	28.45

-----  
BRMA0003-014 09/01/2012

QUINCY CHAPTER

PLYMOUTH COUNTY (Abington, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Middleboro, Norwell, Pembroke, Plymouth, Rockland, Scituate, West Bridgewater, Whitman)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 45.31	28.45

-----  
BRMA0003-025 09/01/2012

NEW BEDFORD CHAPTER

BARNSTABLE; BRISTOL (Acushnet, Dartmouth, Fairhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; NANTUCKET; PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 45.31	28.45

-----  
BRMA0003-033 09/01/2012

NEWTON CHAPTER

MIDDLESEX (Newton); NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, Plasterer.....	\$ 45.31	28.45

-----  
CARP0026-003 03/01/2011

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Braintree, Canton, Cohasset, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.05	24.68

-----  
CARP0033-003 03/01/2011

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); AND SUFFOLK COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 37.25	25.18

-----  
CARP0056-001 08/01/2011

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated

INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL  
of DUKES and NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 38.30	27.52

-----  
CARP0056-002 08/01/2011

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK  
COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of  
Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 38.30	27.52

-----  
CARP0056-003 08/01/2011

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE  
Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 38.30	27.52

-----  
CARP0056-004 08/01/2011

	Rates	Fringes
DIVER TENDER.....	\$ 38.30	27.52
DIVER.....	\$ 53.62	27.52

-----  
CARP0424-001 03/01/2011

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH  
(Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke  
Rockland, Scituate)

	Rates	Fringes
CARPENTER.....	\$ 32.05	24.68

-----  
CARP0624-002 03/01/2011

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro);  
DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph,  
Stoughton); PLYMOUTH (Bridgewater, Kingston, Lakeville,  
Middleboro, Plymouth, S. Hanover, Whitman)

	Rates	Fringes
CARPENTER.....	\$ 32.05	24.68

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CARP1121-001 05/02/2010

	Rates	Fringes
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MILLWRIGHT.....\$ 29.78 18.61

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ELEC0096-001 06/01/2012

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton,  
Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.75	14%+14.91
Teledata System Installer.....	\$ 25.86	3%+16.62

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ELEC0099-001 06/01/2011

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.08	20.17
Teledata System Installer.....	\$ 25.56	15.97

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ELEC0103-002 09/01/2012

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland,  
Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport,  
North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX  
(Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford,  
Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury,  
Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.81	27.69

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ELEC0103-004 09/01/2012

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich,  
Manchester, Marblehead, Middleton, Peabody, Rockport, Salem,  
Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.81	27.69

-----

ELEC0103-005 09/01/2012

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX  
(Acton, Arlington, Belmont, Cambridge, Concord, Everett,  
Framingham, Holliston, Lexington, Lincoln, Malden, Maynard,  
Medford, Melrose, Natick, Newton, Reading, Sherborn,  
Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown,  
Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham,  
Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro,  
Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk,  
Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood,  
Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK

	Rates	Fringes
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ELECTRICIAN.....\$ 42.81 27.69

\* ELEC0104-001 09/03/2012

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 41.97	19.08+A
Equipment Operator.....	\$ 35.67	17.54+A
Groundman.....	\$ 23.08	11.85+A
Lineman.....	\$ 41.97	19.08+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEC0223-002 09/01/2012

BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Holbrook, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.73	31.3%+7.95

\* ENGI0004-009 12/01/2012

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 40.09	23.86
Group 2.....	\$ 39.72	23.86
Group 3.....	\$ 28.17	23.86
Group 4.....	\$ 33.61	23.86
Group 5.....	\$ 21.28	23.86
Group 6.....	\$ 24.62	23.86

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft.	+2.12
Over 185 ft.	+3.72
Over 210 ft.	+5.23
Over 250 ft.	+7.92
Over 295 ft.	+10.97
Over 350 ft.	+12.76

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS [HEAVY CONSTRUCTION]

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift;

cherry picker; boring machine; rotary drill; post hole hammer; post hole digger; asphalt plant on job site; concrete batching and/or mixing plant on job site; crusher plant on job site; paving concrete mixer; timber jack

GROUP 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; bulldozer; tractor; mechanic - maintenance; York rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self-propelled or tractor-draw); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1- 5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assistant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

#### POWER EQUIPMENT OPERATORS CASSIFICATIONS [MARINE CONSTRUCTION]

Group 1: Shovel; crane; truck crane; cherry picker; derrick; pile driver; two or more drum machines; lighters; derrick boats; trenching machines; mechanic hoist pavement breakers; cement concrete pavers; draglines; hoisting engines; pumpcrete machines; elevating graders; shovel dozer; front end loader; backhoe; gradall; cable ways; boring machine; rotary drill; post hole hammer; post hole digger; fork lift; timber jack; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer

Group 2: Portable steam boiler; portable steam generator; sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; York rake; mulching machine; roller; spreader; tamper (self-propelled or tractor-drawn); asphalt paver; concrete mixer with side loader; mechanic - maintenance; cal tracks; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; lighting plant; heaters (power driven 1-5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; well point systems; auger (powered by independent engines and attached to pile drivers); hydraulic saws

Group 4: Fireman

Group 5: Assistant engineer (other than truck crane and gradall)

Group 6: Assistant engineer (on truck crane and gradall)

\* IRON0007-001 09/01/2012

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn, Lynnfield, Manchester, Marblehead, Nahant, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Concord, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); PLYMOUTH (Abington, Bridgewater, Brockton, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater, Whitman); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rockport, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billerica, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
IRONWORKER		
AREA 1.....	\$ 38.98	26.86
AREA 2.....	\$ 34.57	26.86

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\* IRON0007-010 09/01/2012

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 38.68	26.86

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IRON0037-002 05/28/2012

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

	Rates	Fringes
IRONWORKER.....	\$ 31.93	21.72

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LABO0022-006 06/01/2010

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)



	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.80	18.75
GROUP 2.....	\$ 30.05	18.75
GROUP 3.....	\$ 30.55	18.75
GROUP 4.....	\$ 30.80	18.75
GROUP 5.....	\$ 30.05	18.75
GROUP 6.....	\$ 31.80	18.75

#### LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

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LABO0022-012 06/01/2010

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH; MIDDLESEX (With the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (With the exception of Brookline, Dedham, and Milton)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.85	17.35
GROUP 2.....	\$ 28.10	17.35
GROUP 3.....	\$ 28.60	17.35
GROUP 4.....	\$ 28.85	17.35
GROUP 5.....	\$ 21.70	17.35
GROUP 6.....	\$ 29.85	17.35

#### LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drilloperator

GROUP 3: Air track operator; block paver; rammer; curb setter; hydraulic & similar self powered drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste  
Laborers

LABO0022-013 06/01/2010

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION):		
SHIELD DRIVEN AND LINER		
PLATE IN FREE AIR)		
GROUP 1.....	\$ 32.90	20.30+A
GROUP 2.....	\$ 32.90	20.30+A
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		
TEST BORING & WELL DRILLING		
Driller.....	\$ 31.05	18.90+A
Laborer.....	\$ 29.65	18.90+A
(OPEN AIR CASSONS,		
UNDERPINNING AND TEST		
BORING INDUSTRIES):		
OPEN AIR CASSON,		
UNDERPINNING WORK & BORING		
CREW		
Bottom man.....	\$ 30.80	18.90+A
Laborers; Top man.....	\$ 29.65	18.90+A
(TUNNELS, CAISSON &		
CYLINDER WORK IN		
COMPRESSED AIR)		
GROUP 1.....	\$ 30.35	20.30+A
GROUP 2.....	\$ 40.83	20.30+A
GROUP 3.....	\$ 40.83	20.30+A
GROUP 4.....	\$ 40.83	20.30+A
GROUP 5.....	\$ 40.83	20.30+A
GROUP 6.....	\$ 42.83	20.30+A
CLEANING CONCRETE AND		
CAULKING TUNNEL (Both New		
& Existing)		
GROUP 1.....	\$ 32.90	20.30+A
GROUP 2.....	\$ 32.90	20.30+A
ROCK SHAFT, CONCRETE		
LINING OF SAME AND TUNNEL		
IN FREE AIR		
GROUP 1.....	\$ 30.35	20.30+A
GROUP 2.....	\$ 32.90	20.30+A
GROUP 3.....	\$ 32.90	20.30+A
GROUP 4.....	\$ 32.90	20.30+A
GROUP 5.....	\$ 34.90	20.30+A

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK  
IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; gauge tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman; mucking machine operator; nozzle man; grout man-; pumps, shaft and tunnel steel and rodman; shield and erector arm operators, mole nipper, outside motorman, burner, TBM operator, safety miner; laborer topside; heading motormen; erecting operators; top signal men

GROUP 2: Brakeman; trackman

LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)

GROUP 1: Concrete workers; strippers and form movers (wood & steel), cement finisher

GROUP 2: Form erector (wood & steel and all accessories)

LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNE IN FREE AIR

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50 ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

GROUP 5: Hazardous Waste work within the "HOT" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate)

FOOTNOTE FOR LABORERS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and

Christmas Day

LAB01421-001 06/01/2011

WRECKING LABORERS:

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 31.05	19.75
Group 2.....	\$ 31.80	19.75
Group 3.....	\$ 32.05	19.75
Group 4.....	\$ 27.05	19.75
Group 5.....	\$ 30.15	19.75
Group 6.....	\$ 31.05	19.75

Group 1: Adzeman, Wrecking Laborer.

Group 2: Burners, Jackhammers.

Group 3: Small Backhoes, Loaders on tracks, Bobcat Type  
Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete  
Cutting Saws.

Group 4: Yardman (Salvage Yard Only).

Group 5: Yardman, Burners, Sawyers.

Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0035-001 07/01/2011

BARNSTABLE BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH  
(Remainder of NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Bridge.....	\$ 43.51	21.90
Brush, Taper.....	\$ 33.01	21.90
Spray, Sandblast.....	\$ 34.41	21.90
REPAINT:		
Bridge.....	\$ 43.51	21.90
Brush, Taper.....	\$ 31.07	21.90
Spray, Sandblast.....	\$ 32.47	21.90

PAIN0035-015 01/01/2011

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)  
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 38.30	21.40
Spray, Sandblast.....	\$ 39.70	21.40
REPAINT:		
Bridge.....	\$ 43.01	21.40
Brush, Taper.....	\$ 36.36	21.40
Spray, Sandblast.....	\$ 37.76	21.40

PLAS0534-001 07/01/2012

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.50	31.01
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PLUM0004-001 03/01/2012		

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and  
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.61	23.41
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PLUM0012-001 09/01/2012		

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,  
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,  
Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead,  
Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport,  
North Andover, Peabody, Rockport, Rowley, Salem, Salisbury,  
Saugus, Swampscott, Topsfield, Wenham, West Newbury);  
MIDDLESEX (Acton, Arlington, Ashland, Ayer - except W. of  
Greenville Branch of Boston & Maine RR, Bedford, Belmont,  
Billerica, Boxboro, Burlington, Cambridge, Carlisle,  
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,  
Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton,  
Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick,  
Newton, North Reading, Pepperell, Reading, Sherborn,  
Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro,  
Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington,  
Winchester, Woburn); NORFOLK (Bellingham, Braintree,  
Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin,  
Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood,  
Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood,  
Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate);  
SUFFOLK

	Rates	Fringes
PLUMBER.....	\$ 41.76	25.03
-----		
PLUM0051-005 09/01/2012		

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook,  
Randolph, Stoughton) PLYMOUTH (Remainder of County)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.71	26.62
-----		
PLUM0138-001 09/01/2012		

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,  
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,  
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,  
Middleton, Newbury, Newburyport, North Andover, Peabody,  
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West  
Newbury)

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.39	29.81

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PLUM0537-001 09/01/2012

MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Wakefield, Winchester and Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton Cohasset, Dedham, Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood, and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury)

	Rates	Fringes
PIPEFITTER.....	\$ 43.86	24.01

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TEAM0379-001 06/01/2012

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 29.98	16.34+A+B
Group 2.....	\$ 30.15	16.34+A+B
Group 3.....	\$ 30.22	16.34+A+B
Group 4.....	\$ 30.34	16.34+A+B
Group 5.....	\$ 30.44	16.34+A+B
Group 6.....	\$ 30.73	16.34+A+B
Group 7.....	\$ 31.02	16.34+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE  
TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE  
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

#### TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons  
other than conventional type trucks; low bed; vachual;  
mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative



Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

### SECTION 3 FEDERAL ENTREPRENEURIAL AND LOCAL OPPORTUNITY PROVISIONS (SECTION 3 CLAUSE, PLAN, AND REPORT)

Contractors working on Community Development Block Grant and/or HOME projects exceeding **\$200,000** and where the contractor or subcontractor is contractually obligated in excess of **\$100,000**, are required to submit a Section 3 Plan prior to construction start, and a Section 3 Final Report with the last requisition, in compliance with the regulations of 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010. These regulations state that preference must be given in employment and training opportunities to lower-income project area residents and that subcontracts be awarded to eligible Section 3 businesses.

Bids shall be solicited from all businesses (section 3 business concerns, and nonsection 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

	x=lesser of:
When the lowest responsive bid is less than \$100,000 .....	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000 .....	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000 .....	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000 .....	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000 .....	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million .....	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million .....	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million .....	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million .....	2% of that bid, or \$105,000.
\$7 million or more .....	1½% of the lowest responsive bid, with no dollar limit.

### SECTION 3 REQUIREMENTS

#### **Policy**

The City maintains an affirmative posture regarding employment opportunities for low- and moderate-income residents in connection with Community Development Program sponsored projects and encourages the hiring of such persons for new trainees, apprentices or regular positions which may become available as a result of such projects. In addition, the City maintains a similarly affirmative posture with regard to opportunities for eligible businesses doing project-related work.

Each contractor and subcontractor must make a good faith effort to meet these same objectives with regard to both business and employment opportunities in connection with Community Development Program sponsored work.

#### **Bidding Procedure**

All bidders should carefully read the following Section 3 requirements and Section 3 Clause and be aware of the filing and reporting procedures contained therein.

The successful bidder, after contract award and prior to contract execution, will be required to complete and submit the Section 3 Plan.

This same procedure will apply to any subcontract over \$100,000 awarded as a result of the receipt of the contract. No subcontract can be awarded unless the subcontractor's Section 3 Plan has been approved by the City.

For further information regarding Section 3, contact the City of Newton Department of Planning and Development at (617) 796-1139.

## SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**PURCHASING DEPARTMENT**  
**GENERAL REQUIREMENTS AND PROJECT SPECIFICATIONS**

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## SECTION 01 21 00 - MISCELLANEOUS WORK ALLOWANCE

### **Item 2    Miscellaneous Work Allowance**

**Allowance**

#### PART 1- GENERAL

##### 1.01      Description:

- A.      The intent of this Section is not for work or materials typically incidental to the work items performed and/or rendered under this Contract, or is for work and/or materials which are otherwise called for under these specifications, and/or for work which is indicated on the plans, but for work and materials which are unique in nature and rendered as a direct request of the Owner's Representative. These items of work shall be completed only when and as directed by the Owner's Representative. The Contractor may not proceed with any work under this Section without the written notice of the Owner's Representative to complete the work under the "Miscellaneous Work Allowance".
- B.      The Sum to be allowed for the work of this Item 2 shall be one thousand dollars (\$1,000.00).
- C.      The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

#### PART 2 - MATERIALS Not Used

#### PART 3 - EXECUTION Not Used.

#### PART 4 - COMPENSATION

##### 4.01      Basis of Payment:

- A.      Payment for work completed under Item 2 shall be as specified above, in full or in part, as preapproved by the Owner's Representative.

### **Item 2            Miscellaneous Work Allowance**

**Allowance**

END OF SECTION  
01 21 00

## SECTION 02 41 13 – SELECTIVE SITE DEMOLITION

<b>Item 3</b>	<b>Tree Protection</b>	<b>Lump Sum</b>
<b>Item 4</b>	<b>Mulch Surface removal and disposal -</b>	<b>Cubic Yard</b>
<b>Item 5</b>	<b>Double Timber Edge removal and disposal -</b>	<b>Linear Foot</b>
<b>Item 6</b>	<b>Ex. Play Equipment removal and disposal -</b>	<b>Lump Sum</b>
<b>Item 7</b>	<b>Ex. Pool Basin removal and disposal -</b>	<b>Lump Sum</b>
<b>Item 8</b>	<b>Ex. 3' - 4' Chain Link Fence and (2) Single Gates and (1) Double Gate removal and disposal -</b>	<b>Linear Foot</b>
<b>Item 9</b>	<b>Ex. 6' - 10' Chain Link Fence, (1) Single Gate &amp; (1) Double Gate removal and disposal -</b>	<b>Linear Foot</b>
<b>Item 10</b>	<b>Ex. Concrete Drinking Fountain removal and disposal -</b>	<b>Lump Sum</b>
<b>Item 11</b>	<b>Ex Site Furniture, salvaged and stockpiled -</b>	<b>Lump Sum</b>
<b>Item 12</b>	<b>Stump Removal -</b>	<b>Each</b>
<b>Item 13</b>	<b>Temporary Construction 8' Fence - set up and remove -</b>	<b>Linear Foot</b>

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

- A. Protection of existing trees to remain.
- B. Protection of existing utilities to remain within and adjacent to the property.
- C. Removal of play equipment, site vegetation, chain link fence, and other miscellaneous items.
- D. Removal of drinking fountain, concrete base, miscellaneous piping, valves.
- E. Removal of in-ground concrete pool structure and valves.
- F. Removal of mulch play surface.
- G. Installation of an 8' height chain link construction fence.
- H. Disposal of all debris legally off site.
- I. Dust control.
- J. Salvage of miscellaneous items to be returned to City of Newton.
- K. Stockpiling of miscellaneous site furniture including 6' and 8' benches, and bike posts.
- L. Stump removal.

### 1.2 RELATED WORK

- A. Section 31 00 00 - Earthwork
- B. Section 32 10 00 - Bases, Ballasts, Paving and Curbing
- C. Section 32 31 00 - Fences and Gates
- D. Section 32 90 00 - Lawns and Planting

### 1.3 SUBMITTALS

- A. The Contractor shall, prior to any removal of rubbish or debris from the site, submit written evidence satisfactory to the Owner's Representative that he has an approved dumping location for debris and/or spoil from his demolition and excavation activities.
- B. Prior to beginning the work of this Contract, the Contractor shall submit a plan indicating stockpile areas and equipment and materials storage areas to the Owner's Representative for review and approval. The Contractor shall provide any security measures necessary to protect his work and equipment at no additional costs to the Owner.

- C. TREE PROTECTION PLAN: Prior to beginning the work of this Contract, the Contractor shall submit a tree protection plan indicating trees and their dbh (diameter at breast height) to the Owner's Representative and Director of Urban Forestry for review and approval.

#### 1.4 EXAMINATION OF SITE AND DOCUMENTS

- A. By submitting a bid the Contractor affirms that he has carefully examined the site and all conditions affecting work under this Section. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.
- B. Plans, surveys, measurements, and dimensions under which the work is to be performed are believed to be correct, but the Contractor shall have examined them for himself during the bidding period, as no additional compensation will be made for errors or inaccuracies that may be found therein.

#### 1.5 LAWS AND ORDINANCES

- A. Follow all Local, State and Federal laws and ordinances which apply to the work of this Section.

#### 1.6 REFERENCES

- A. MassDOT: "Standard Specifications for Highways and Bridges", Massachusetts Highway Department, Commonwealth of Massachusetts, latest edition.
- B. Work operations shall meet American National Standards Institute [ANSI] Standard Z-133.1.

#### 1.7 PUBLIC SAFETY

- A. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site.
- B. All equipment to be used and all work to be performed shall be in full compliance with all OSHA standards including, but not limited to, those regulations concerning noise levels, protective devices and operator safety. Immediately discontinue any obviously hazardous practice.
- C. DIG SAFE - Contractor is required to contact Dig Safe at #811 or 1-888-344-7233 a minimum of 3 business days prior to start of construction.

#### 1.8 SPECIAL PROTECTION FOR MAINTAINING STREETS AND PUBLIC WAYS

- A. Do not place or store material in parking lots, streets or sidewalks.
- B. Conduct operations with minimum interference to the abutting parking lot and street.
- C. Do not close or obstruct parking lots, streets or sidewalks within the public right-of-way without a permit.

#### 1.9 ACCESS TO JOB SITE

- A. No access to the job site shall be allowed on or through the abutting private properties. Access to the job site shall be along the public rights of way.

#### 1.10 USE OF PREMISES

- A. All apparatus, storage and the operation of workmen in connection with activities under this Section shall be confined to the limits of the Contract as shown on the Drawings and shall not encumber the premises at any time.

- B. Parking for personnel, cars, trucks, etc., shall be in areas designated by the City of Newton.
- C. Cover trucks carrying loose, dry material such as debris, vegetation, paving materials, etc., by tarpaulins to prevent blowing away or spillage of contents. Promptly remove and clean up all spillage of whatever nature.

## PART 2 – PRODUCTS

### 2.1 CONSTRUCTION FENCE

1. Construction Fence: Erect a galvanized chain link construction fence in locations as shown on the Drawings with a gate location to be determined in the field. Erect the fence immediately after receiving the Notice to Proceed and maintain the fence in a secure and sightly condition until instructed by the Owner's Representative to remove it or portions thereof. Second hand fencing materials meeting the requirements specified herein and in good condition may be used to provide the necessary barrier during construction on this project. Equivalent tubular sections, H-sections or roll formed sections may be substituted for pipe sections if acceptable to the Owner's Representative. Gate location shall be approved by Owner's Representative.
  - a. The Contractor shall furnish and install a construction gate equipped with suitable locks and other hardware where necessary to provide access for construction apparatus or fire-fighting equipment.

### 2.2 TREE PROTECTION FENCE

1. Tree Protection Fence: eight (8') foot high "green plastic" fencing supported by two (2") inch outside diameter galvanized steel posts placed a minimum of six (6') feet on center.

## PART 3 - EXECUTION

### 3.1 STAKING OUT PROJECT COMPONENTS

- A. All lines and grades not presently established at the site shall be laid out by the Contractor in accordance with the Drawings. Maintain all established bounds and benchmarks and replace as directed any which are destroyed or disturbed.
- B. Prior to starting any construction work, stake out all limits of proposed paving and plant beds. Promptly upon completion of layout work and before any other construction work is begun on the site, notify the Owner's Representative, who shall conduct a field inspection of the stake-out.

### 3.2 STUMP REMOVAL

- A. Within the construction area, remove completely all root systems to a 3' depth below grade as shown on Drawings and as directed by the Owner's Representative. Backfill all stump holes and other holes from which obstructions are removed with material equal to or better than adjacent areas and compact in accordance with Section 31 00 00 - EARTHWORK, of these Specifications. Do not use brush, chips, stumps or other organic debris as fill for these holes.

### 3.3 PROTECTION OF EXISTING TREES

- A. Tree Protection Plan to be submitted to the Director of Urban Forestry prior to initiating construction. Install tree protection fencing with posts spaced not more than 6 feet on center. Connect posts with top and bottom rails and corner braces well secured to posts. Erect fencing prior to any



construction or excavation work. Maintain protection in place throughout the duration of construction operations. Remove when approved by Owner.

- B. The Contractor shall make every effort not to damage existing plant materials to remain. Place additional tree protection at other locations where trees may be jeopardized by construction activities. The Director of Urban Forestry shall approve location of tree fencing in the field.
- C. Damage no plants to remain by burning, by pumping of water, by cutting live roots or branches, or by any other means. Plants to be saved shall NOT be used for crane stay, guys or other fastenings. Vehicles shall not be parked within the dripline or where damage may result to trees to be saved. Construction materials shall not be stored beneath the leaf canopy of trees to be saved.
- D. Protection of vegetation shall remain in place and be maintained in working condition by the Contractor until directed for removal by the Owner's Representative and the Director of Urban Forestry. Tree protection devices shall be removed from the site by the Contractor just prior to spreading of screened loam under Section 32 90 00 LAWNS AND PLANTING, herein, or as directed in the field by the Owner's Representative.
- E. Existing trees to be saved within or outside the Contract Limit Line which have, in the opinion of the Owner's Representative or the Director of Urban Forestry, become damaged, shall be assessed at \$1000 per caliper inch and deducted from the Contract Amount. The Contractor shall pay all expenses incurred without additional cost to the Owner. These plants shall be removed, according to the Specification requirements for removals, the stumps grubbed out and removed, and the ground surface repaired. Costs for this removal shall be borne by the Contractor and shall not be included as part of the above schedule.

#### 3.4 GENERAL REMOVALS

- A. Within the actual construction area all existing obstructions such as pavement, foundations, footings, and the like which are shown to be abandoned shall be removed to their full depth below final finish grade.
  - 1. The use of explosives will not be permitted.
  - 2. At the Owner's discretion, certain obstructions may not be removed to full depth if removal, in the Owner's opinion, will negatively affect materials to remain.
- B. The Contractor shall be responsible for the methods used in this work including properly protecting against damage to all site improvements, utility lines, trees, etc. Check with the municipality and local utility companies for locations of all existing utilities which may be in use or abandoned. Investigate and ascertain that underground utilities are correctly located and that they have been shut off and/or abandoned before disturbing them.
- C. Contractor shall provide City of Newton Utilities, tel: 617-796-1040, with at least five days notice before the cutting and capping of water lines shall occur.

#### 3.5 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth and workmanlike transition from existing to new. Patched work shall match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of 5 feet.

#### 3.6 SALVAGE

- A. The Owner retains the first right of refusal of anything found on the site.

1. Deliver and store salvaged material not to be reused in the project to the City of Newton maintenance yard in an approved location.
2. Material to be salvaged, stockpiled and reinstalled on site:
  - a. Benches
  - b. Bike Posts

### 3.7 EROSION CONTROL

- A. It shall be the responsibility of the Contractor to render the site erosion free. Approval by Owner's Representative of any method to accomplish this does not relieve the Contractor of full responsibility for controlling erosion and/or sedimentation throughout the construction process.

### 3.8 DUST CONTROL

- A. Maintain all excavations, embankments, stockpiles, plant sites, borrow areas and all other work areas within or without the project boundaries free from dust which would cause the standards for air pollution to be exceeded or cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinklered water or similar methods will be permitted to control dust. Do not use oil or similar penetrants. Sprinkling must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Perform dust control as the work proceeds and whenever a dust nuisance or hazard occurs.

### 3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from site debris, rubbish and other materials resulting from selective demolition operations. Burning of removed materials will not be permitted on site. Transport materials removed from demolition operations and legally dispose off-site.

## PART 4 - COMPENSATION

### 4.1 METHOD OF PAYMENT

- A. Tree Protection will be per lump sum. Approximate locations of tree protection are shown on the Drawings and shall be approved in the field by the Owner's Representative.
- B. Mulch Removal and Disposal will be measured at the contract unit price per cubic yard to the limits as directed by the Owner's Representative and as specified herein.
- C. Double Timber Edge removal and disposal will be measured at the contract unit price per linear foot complete and as specified and as directed by the Owner's Representative and as specified herein.
- D. Play Equipment removal and disposal, including removal of concrete footings to a 2' minimum depth below new finish grade, will be measured at the contract unit price per lump sum to the limits as directed by the Owner's Representative and as specified herein.
- E. Pool Basin removal and disposal, including removal of miscellaneous drainage piping and valves, will be measured at the contract unit price per lump sum to the limits as directed by the Owner's Representative and as specified herein.
- F. 3' – 4' ht. Chain Link Fence and Gates removal and disposal, including removal of concrete footings, one double gate and two single gates will be measured at the contract unit price per linear foot to the limits as directed by the Owner's Representative and as specified herein.

- G. 6' – 10' Chain Link Fence and Gate removal and disposal, including removal of concrete footings, one double gate and one single gate, will be measured at the contract unit price per linear foot to the limits as directed by the Owner's Representative and as specified herein.
- H. Concrete Drinking fountain removal and disposal, including removal of concrete foundation and miscellaneous drainage piping and valves will be measured at the contract unit price per lump sum to the limits as directed by the Owner's Representative and as specified herein.
- I. Salvage of Miscellaneous Site Furniture including existing benches and bike posts will be measured at the contract unit price per lump sum to the limits as directed by the Owner's Representative and as specified herein.
- J. Stump Removal will be measured at the contract unit price per each to the limits as directed by the Owner's Representative and as specified herein.
- K. Temporary Construction Fence including setup and removal will be paid for at the contract unit price per linear foot. Location for temporary construction fence shall be as shown on the Drawings.

#### 4.2 PAYMENT ITEMS

<b>Item 3</b>	<b>Tree Protection -</b>	<b>Lump Sum</b>
<b>Item 4</b>	<b>Mulch Surface removal and disposal -</b>	<b>Cubic Yard</b>
<b>Item 5</b>	<b>Double Timber Edge removal and disposal -</b>	<b>Linear Foot</b>
<b>Item 6</b>	<b>Ex. Play Equipment removal and disposal -</b>	<b>Lump Sum</b>
<b>Item 7</b>	<b>Ex. Pool Basin removal and disposal -</b>	<b>Lump Sum</b>
<b>Item 8</b>	<b>Ex. 3' - 4' Chain Link Fence and (2) Single Gates &amp; (1) Double Gate removal and disposal -</b>	<b>Linear Foot</b>
<b>Item 9</b>	<b>Ex. 6' - 10' Chain Link Fence, (1) Double Gate &amp; (1) Single Gate removal and disposal</b>	<b>Linear Foot</b>
<b>Item 10</b>	<b>Ex. Concrete Drinking Fountain removal and disposal -</b>	<b>Lump Sum</b>
<b>Item 11</b>	<b>Miscellaneous Site Furniture, salvaged and stockpiled -</b>	<b>Lump Sum</b>
<b>Item 12</b>	<b>Stump Removal -</b>	<b>Each</b>
<b>Item 13</b>	<b>Temporary Construction 8' Fence - set up and removal -</b>	<b>Linear Foot</b>

END OF SECTION  
02 41 13

## SECTION 31 00 00 – EARTHWORK

<b>Item 14</b>	<b>Strip and Stockpile Topsoil</b>	<b>Cubic Yard</b>
<b>Item 15</b>	<b>Excavation, Removal and Disposal of all unsuitable and surplus excavated materials from site-</b>	<b>Cubic Yard</b>
<b>Item 16</b>	<b>Excavation and Backfilling -</b>	<b>Cubic Yard</b>
<b>Item 17</b>	<b>Decompaction of Existing Soils -</b>	<b>Square Yard</b>
<b>Item 18</b>	<b>Granular Fill -</b>	<b>Cubic Yard</b>
<b>Item 19</b>	<b>Stonedust -</b>	<b>Cubic Yard</b>

## PART 1 - GENERAL

### 1.1 DESCRIPTION OF WORK

- A. Provide all equipment and materials, and do all work necessary to complete the earthwork which includes, but is not limited to the following:
  - 1. Topsoil stripping and stockpiling.
  - 2. Excavating, filling, backfilling and grading as specified herein, as shown on the Drawings or as required for site improvements and other site work.
  - 3. Preparation of subgrade for pavements and landscaping.
  - 4. Protecting all existing structures, utilities, pavements, planting and other site improvements from damage due to construction.
  - 5. Performing all drainage and dewatering as necessary to maintain excavated areas free from water from any source and to perform work 'in-the-dry'.
  - 6. Placement and compaction of fills.
  - 7. Excavation, Removal and disposing of all unsuitable and surplus excavated materials from the site.
  - 8. Compaction procedures.
  - 9. Decompaction procedures.
  - 10. Dust, erosion and sedimentation control.

### 1.2 RELATED WORK

- A. The following items of related work are specified and included in other Sections of the Specifications:
  - 1. Section 02 41 13 - Selective Site Demolition
  - 2. Section 32 10 00 - Bases, Ballasts, Paving and Curbing
  - 3. Section 32 30 00 - Site Improvements
  - 4. Section 32 90 00 - Lawns and Planting

### 1.3 REFERENCES

- A. AASHTO: American Association of State Highway and Transportation Officials.
- B. ANSI A10 Series standards: American National Standards Institute, "Safety Requirements for Construction and Demolition".
- C. ASTM: American Society of Testing Materials.
- D. MassDOT: "Standard Specifications for Highways and Bridges", Massachusetts Highway Department, Commonwealth of Massachusetts, latest edition.

### 1.4 QUALITY ASSURANCE

- A. Comply with all codes, laws, ordinances and regulations of governmental authorities having jurisdiction over this part of the work.

- B. Provide protection for all persons and property in accordance with ANSI/NFPA 241, Building Construction and Demolition Operations. Execute all work in such a manner as to protect existing buildings, streets, curbs, paving, utility lines, structures, fences and adjoining property from damage by equipment, settlement, undermining, washout, frost and other hazards created by earthwork operations.

#### 1.5 TESTING SERVICES

- A. The testing laboratory will be responsible for conducting and interpreting tests, state in each report whether or not the test specimens conform to all requirements of the Contract Documents and specifically note any deviation there from. Specific test and inspection requirements shall be as specified herein.

#### 1.6 SUBMITTALS

- A. Test Reports:

1. Gradation tests for all soil materials.
2. Optimum moisture - maximum density of soils.
3. Field density compaction tests.

- B. Samples:

1. Stone dust: One pound from at least 2 different sources.

#### 1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect and handle manufactured materials during loading, shipping, unloading at the site, storage and erection as required to prevent damage.

#### 1.8 BENCH MARKS AND ENGINEERING

- A. Line and grade work in accordance with the Drawings and Specifications shall be laid out by a registered Civil Engineer or Land Surveyor employed by the Contractor. Establish permanent bench marks, as required, to which access can be easily had during the progress of the work. Maintain all established bounds and bench marks and replace as directed any which are disturbed or destroyed. Establish lines and grades in conformity with the Drawings. Provide sufficient grade stakes to witness correct lines and grades.
- B. Verify dimensions and elevations on the ground and report any discrepancies immediately to the Owner's Representative. Any discrepancies not reported prior to construction shall not be the basis for claims for extra compensation.
- C. The Drawings indicate, in general, alignment and finish grade elevations. The Owner's Representative, however, may make such adjustments in grades and alignments as are found necessary in order to avoid interference with any special conditions encountered.

#### 1.9 DEFINITIONS

- A. Fill and backfill shall be, for the purpose of this Specification, considered interchangeable terms and shall mean material to be used to bring existing or construction grades up to finish subgrade levels.
- B. The word "excavation" consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
- C. The words "finish grade" as used herein mean the required final grade elevations indicated on the Drawings. Where not otherwise directed, areas outside buildings shall be given uniform slopes between

points for which finish grades are shown, or between such point and existing grade, except that vertical curves or roundings shall be provided at abrupt changes in slope.

- D. The word "subgrade" as used herein, means the required surface of subsoil, borrow fill or compacted fill. This surface is immediately beneath the site improvements, specially dimensioned fill, paving, loam or other surfacing materials.
- E. "Trench" shall be defined as an excavation of any length where the width is less than twice the depth. All other excavations shall be classified as open.
- F. "Unsuitable Materials" shall include the following:
  - 1. Pavements, utility structures, building foundations and other manmade structures.
  - 2. Peat, muck, organic silt, and other organic materials subject to decomposition, consolidation or decay.
  - 3. Miscellaneous fill including cinders, ash, glass, wood, masonry and metal.
  - 4. Stonedust.
  - 5. Ledge and boulders.

## 1.10 EXISTING CONDITIONS

- A. Subsurface Information: The Owner's Representative assumes no responsibility for the Contractor's failure to make his own site investigation and makes no representation regarding the character of the soil or subsurface conditions which may be encountered during the performance of the work. Bidders are expected to examine the site and then decide for themselves the character of materials to be encountered.
- B. Existing Utilities
  - 1. Before starting earthwork, locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
  - 2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of Owner.
  - 3. Do not interrupt existing utilities serving facilities occupied or used by Owner and others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided. Provide minimum of 48 hour notice to Owner, and receive written notice to proceed before interrupting any utility.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. GRANULAR FILL shall conform to the requirements of Section M1.03.0 of MassDOT and the following gradation specifications for percentage passing by weight for each type of granular fill.

Sieve Size	Granular Fill
8"	100
3"	70-100
1/2"	40-100
No. 4	25-100
No. 10	15-95
No. 40	10-70

1. Material from excavation on the site meeting the above requirements may be used as the granular fills above provided it meets gradation requirements and has not been contaminated with unsuitable material.
- B. GRAVEL shall be dense graded crushed stone conforming to the requirements of Section M2.01.7 of MassDOT.

1. The composite material shall be free from clay, loam or other plastic material and shall conform to the following grading requirements:

Sieve Designation	Percentage by Mass Passing Square Mesh Sieves
2 in.	100
1 ½ in.	70-100
¾ in.	50-85
No. 4	30-55
No. 50	8-24
No. 200	3-10

2. Sampling and testing shall be in accordance with the following standard AASHP methods:

Sieve Analysis	T27
Passing 75 um	T11

- C. CRUSHED STONE shall be 3/4" stone, conforming to the requirements of Section M2.01.4 of MassDOT.
- D. SAND shall conform to the requirements of Section M1.04.1 of MassDOT.
- E. STONEDUST clean 100% crushed slag, stone, or bluestone, free of twigs, glass and other foreign materials, and dark grey in color. Gradation shall conform to the following requirements:

Sieve Size	% Passing by Weight
#4	100
#8	60-100
#100	0-15

1. Eighty percent (80%) by weight of the material retained on #8 sieve shall have at least one fractured face by artificial crushing.
2. Maximum liquid limit: L5.
3. Maximum plasticity index: 3.
4. Maximum abrasion loss by testing in conformance with AASHTO: 45%.
5. Material from excavation on the site meeting the above requirements may be used as stonedust surfacing provided it meets gradation requirements and has not been contaminated with unsuitable material.

## 2.2 USE OF FILL MATERIALS

- A. Granular Fill shall be utilized as fill in the following locations:

1. To replace unsuitable material.
2. In all walk embankments to subgrade.
3. Elsewhere as shown on the Drawings or specified. Wherever fill materials such as Ordinary Fill, Gravel, Crushed Stone or Sand have not been specified herein or shown on the Drawings.



- B. Gravel shall be utilized as sub-base material for all walk and paving surfaces, where so indicated on the Drawings or specified herein.
- C. Stonedust shall be utilized as surfacing material to transition to the existing stonedust surface.
- D. Crushed Stone shall be utilized as drainage stone at the leaching basin.
- E. Sand shall be utilized for the bedding of utilities and where so indicated on the Drawings or specified herein.

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, pavements and other facilities from damage by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and pavements.
  - 1. It shall be the responsibility of the Contractor to render the site erosion free. Approval by Owner's Representative of any method to accomplish this does not relieve the Contractor of full responsibility for controlling erosion and/or sedimentation throughout the construction process.
  - 2. Employ all methods and/or materials required to effectively control dust created by this work using sprinklered water or other approved means. Do not use oil or similar penetrants.

### 3.2 EXCAVATION

- A. Excavation is "Unclassified", and includes excavation to subgrade elevations indicated, or required to accommodate new construction, regardless of character of materials and obstructions encountered and shall be understood to include rock, shale, boulders, earth, hardpan, fill, foundations, pavements, curbs, piping and debris. It shall include the removal of all rubble, debris, foundations, pavement, utilities and appurtenances to two (2) feet minimum below finish grade.
- B. Before any other work is begun in this Section, strip topsoil to its entire depth from areas to be occupied by buildings, paved areas, utilities or any areas where the existing grade is to be changed. Strip topsoil free of subsoil, clay, large stones and debris. Do not damage roots of trees that are to remain during topsoil stripping. When excavating or trenching within the branch spread of trees scheduled to remain, do so in a manner that will cause minimum damage to root systems. Do not cut tree roots over 2 inches in diameter. Do not leave surface roots exposed. Prune injured roots clean and backfill as soon as possible.
  - 1. Pile topsoil separately from all other material in locations on the site approved by the Owner and authorities having jurisdiction, and preserve for finish grading and lawn operations specified under Section 32 90 00. Place, grade and shape stockpile for proper drainage.
  - 2. Do not remove topsoil from the site without written permission of Owner. Remove excess topsoil not required for operations specified under Section 32 90 00 from the site only after receiving written permission from Owner.
  - 3. All topsoil shall remain the property of the Owner and shall not be removed from the site.
- C. Excavate to the following basic subgrades:



1. Footings and other site improvements: To exact elevations required.
  2. Paving: To elevations indicated on the Drawings.
- D. Unauthorized Excavation: When suitable bearing material is encountered at subgrade elevations shown and excavation is made to greater depth, bring grade back to elevation required by providing granular fill at no additional cost to the City.
- E. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
- F. Dewatering: Prevent water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
1. Do not allow water to accumulate in the excavations. Remove water to prevent softening of foundation bottoms, undercutting footings and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  2. Establish and maintain temporary drainage ditches and their diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches. The disposal of water from excavations shall not cause damage to adjacent property and shall be in compliance with all applicable laws and regulations, in particular, those related to protection of water resources and other environmental features.
  3. Keep the water level in areas being compacted at least two (2) feet below the level at which compaction is being done at all times. Under no circumstances lay pipe or install appurtenances in water. Keep all trenches free from water until they have been backfilled.
- G. Material Storage: Stockpile satisfactory excavated materials where directed until required for backfill or fill. Contractor shall place, grade and shape stockpiles for proper drainage. Do not store or place material stockpiles within the drip line of trees to remain.
- H. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of formwork, installation of services, other construction and for inspection.
- I. Frost Protection:
1. Make no excavations to full depth indicated when freezing temperature may be expected unless intended improvements can be accomplished immediately after the excavations have been completed. Protect bottom so excavated from frost if progress is delayed. Protect the subgrade of in place footings from frost. Should protection fail remove frozen materials and replace with concrete or granular fill as directed at no cost to the City.
  2. Keep the site clear and free of accumulations of snow within the limit of the Contract lines as necessary to carry out the work of the Contract.
  3. Fill materials containing frost shall not be utilized, nor shall filling be done over frozen material.
  4. Protect the underside of all in place construction from frost penetration during the construction period of this Contract. Such protection shall include all in place footings and slabs, during all periods of freezing temperatures until such time as the entire project is complete. Minimum frost protection shall consist of a 4 foot thickness of earth, or equivalent in insulating properties.
- J. Trench Excavation: Make trenches for piping not less than 10 inches wider than the outside width of the piping. Accurately grade bottoms of trenches to provide uniform bearing and support of pipe on undisturbed soil throughout its entire length, except where other means of supporting pipe are indicated. Excavate rock to 6 inches below pipe invert and backfill with well tamped granular fill.

1. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Keep bottoms of trenches sufficiently below finish grade to avoid freezeups.
2. For pipes or conduit 5 inches or less in nominal size, do not excavate beyond indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

### 3.3 BACKFILL AND FILL

- A. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.
  1. Under pavements: Use granular fill material, satisfactory excavated or borrow material, or combination of both.
  2. Under lawn areas: Use satisfactory excavated or borrow material.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
  1. Acceptance of construction below finish grade.
  2. Backfilling of voids with satisfactory materials.
- C. Placement and Compaction: Place backfill and fill materials in uniform lifts of not more than 12 inches in loose depth for ordinary fill and 8 inches in loose depth for other materials compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand operated mechanical compactors.
  1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification.
  2. Place backfill and fill materials adjacent to structures, piping or conduit evenly to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately the same elevation in each lift.
  3. Do not place any fill material until structural components involved have sufficient strength to withstand the pressure to be imposed. Remove from spaces to be filled all unstable material, including all rubbish, trash, refuse and other debris.
  4. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  5. Coordinate backfilling with the installation of the work of all trades.
  6. Compact backfill to match adjacent areas as specified above. Correct settlement of fill by filling to subgrade levels in all areas where settlement occurs.

### 3.4 DECOMPACTION OF SOILS

- A. General:
  1. All existing in-place soil within the limit of new lawn turf, new plant beds and landscaped areas that has been subject to compaction, vehicular traffic, equipment storage or material stockpiling prior to and during the performance of this Contract shall be deep ripped to a depth of 12 inches in accordance with the requirements of this Specification.
- B. Decompaction Operations:
  1. Vertically fracture all exposed subsoil material in specified areas as noted above within the Limits of Work through deep turnover and ripping, decompaction, restoring soil porosity and permeability and aiding infiltration and reducing runoff. Restrict fracturing of subsoil to those areas of new lawn turf and planting. Fracture the subsoil to a depth of 12 inches.

2. Effective fracturing of compressed subsoil material is achieved only when the soil material is moderately dry to moderately moist. Perform subsoiling only when soil has suitable moisture content as described in this Specification.
3. Contractor shall take care to stage operations of new planting soil and loam placement so that newly placed soils are not compacted after placement. Contractor shall demonstrate that his/her protocols for re-spreading topsoil will not cause extensive compaction.

### 3.5 SUBGRADE PREPARATION AND GRAVEL PLACEMENT FOR PAVEMENTS

- A. Clean the rough subgrade of all loose, soft, foreign or other unsuitable material and reshape as required. Add suitable fill material to meet required grade.
- B. Compact to required grades and sections for paving. Tamp traces of trenches. Remove spongy or otherwise unsuitable material and replace with approved material. Loosen exceptionally hard spots and recompact. Take every precaution to obtain a foundation of uniform bearing power. In absence of specific requirement, compact foundation by such means as will provide firm base and insurance against settlement of superimposed work.
- C. Roll with wheeled roller having a weight per inch of width not less than 400 pounds. Begin rolling longitudinally at sides, overlapping each pass by one-half of rear wheel. Fill all depressions or settlements which occur. Continue until all stones are firmly interlocked and surface is true and unyielding. Compaction shall be in accordance with these Specifications. After final rolling, surface is to be free of depressions or irregularities greater than 3/8 inch in 10 feet.
- D. Construct base course as detailed on the Drawings for all areas of new paved surfaces in this Section. Placement of gravel base course shall conform to the requirements of MassDOT except as herein modified.
- E. Spread gravel from self-spreading vehicles, approved type of power grader or by hand upon prepared subgrade. Spread evenly in layers so as to avoid separation of aggregates. Layers shall not exceed 6 inches in depth after compaction. Remove stones larger than 3 inches. When spread and rolled on the prepared surface, it shall form a stable surface. Compaction shall have a density of not less than 95% of maximum density determined in accordance with AASHTO-T-180 Method D. All rolling shall be done with a roller weighing 8 to 10 tons. Compact any portion which is not accessible to a roller by mechanical or hand tamper.
- F. Final rolled surface shall be true to the lines and grades indicated on the Drawings or as directed by the Owner's Representative. Fill any depression that may appear during and after rolling the gravel and re-roll until the surface is true and even. Tolerance shall be 3/8 inch maximum above or below the cross-section grades and 3/8 inch maximum under a 10 foot line longitudinally.
- G. Maintain the surface of any layer in its finished condition until succeeding layer is placed. Properly drain the subbase at all times.

### 3.6 COMPACTION

- A. Control soil compaction during construction providing minimum percentage density specified for each area classification.
- B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density of soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D1557, Method C.

1. Pavements and Slabs: Compact top 12 inches of subgrade and each layer of backfill or fill material at 95 percent maximum density.
  2. Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material at 85 percent maximum density.
  3. Footings: Compact circumference of subgrade material around new footing at 95 percent maximum density.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material, to prevent free water from appearing on surface during or subsequent to compaction operations.
1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
  2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry.
  3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to satisfactory value.
  4. If native soils become saturated and unstable during subgrade preparation operations stabilize the subgrade with filter fabric and crushed stone as necessary.
  5. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.

### 3.7 GRADING

- A. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Grade areas to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
1. Lawns or unpaved areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.
  2. Paved areas: Shape surface of areas under paved surfaces to line, grade and cross section, with finish surface not more than 0.10 foot above or below required subgrade elevations.
- C. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.
- D. Do all cutting, filling, re-shaping, re-grading and re-compacting as necessary to meet the requirements of the Drawings and this Section of the Specifications. Maintain subgrades at the levels specified until turned over to subsequent construction. Bring to required subgrade levels any areas where settlement, erosion or other grade changes occur.

### 3.8 PROTECTION AND REPAIR

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.
- C. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.
- D. Settlement: Where settling is measurable or observable, remove surface improvement [if any], excavate and remove soft material, provide fill material, compact properly and replace surface improvement [if any]. Restore appearance to eliminate evidence of patching or repair.

### 3.9 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.
- B. If in the opinion of the Owner, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, Contractor shall provide additional compaction and testing at no additional expense.
- C. When testing laboratory reports that subgrades, fills or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depths required, recompact and retest until required density is obtained.

### 3.10 TESTS

- A. Testing laboratory will perform the following general services:
  - 1. Determine maximum dry density and optimum moisture content of soils in accordance with standards herein before specified.
  - 2. Provide optimum moisture - maximum density curves for undisturbed soil used for bearing and material used for compacted fill.
  - 3. Test and approve all subgrades and compacted fill layers before construction thereon.
- B. Testing laboratory will perform the following field tests:
  - 1. Perform field in place density tests according to ASTM D1556 [sand cone method], ASTM D2167 [rubber balloon method] or ASTM D2937 [drive cylinder method] as applicable.
    - a. Field in place density tests may also be performed by the nuclear method according to ASTM D2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D3017.
    - b. When field in place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by Owner's Representative.
  - 2. Paved Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in place density test for every 2,000 square feet or less of paved area, but in no case fewer than three tests.
  - 3. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in place density test for each 150 feet or less of trench, but no fewer than two tests.
- C. When testing laboratory reports that subgrades, fills or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depths required, recompact and retest until required density is obtained.

## PART 4 – COMPENSATION

### 4.1 MEASUREMENT

- A. Excavation, where not included as part of or incidental to other items of work, will be measured in their original position by the cross section method, except that where such measurement is impracticable the volume shall be measured by such other methods as the Owner's Representative may determine.
- B. Granular fill will be measured by the cubic yard by load measurement. The quantity shall be the volume of the load, as measured, divided by 1.15.

- C. Crushed stone and sand will be measured by the ton.
  - D. Areas of the site that will be decompacted will be measured by the square yard.
- 4.2 BASIS OF PAYMENT – All payments shall include full compensation for all labor, tools, equipment, and all incidental work necessary to complete the work under these items as shown on the Drawings, as directed by the Owner’s Representative, and as specified.
- A. Excavation items will be paid for at the Contract Unit Price per cubic yard which shall include all labor and equipment necessary for:
    - 1. Stripping and stockpiling topsoil for further on site use.
    - 2. Excavating and backfilling reusable material.
    - 3. Excavating and disposing of unsuitable or excess material.
    - 4. Grading and compacting the subgrade as herein specified or as directed.
  - B. New Granular Fill and Stonedust will be paid for at the Contract Unit Price per cubic yard delivered, complete in place including fine grading and compacting the subgrade.
  - C. Gravel will not be paid for in this Section, but will be paid for as part of other payment items in other Sections.
  - D. Crushed Stone and Sand will not be paid for in this Section, but will be paid for as part of other payment items in other Sections.
  - E. Decompaction will be paid for at the Contract Unit Price per square yard which shall include all labor and equipment necessary for:
    - 1. Deep ripping and decompaction of existing compacted soils.
    - 2. Rough grading to new subgrades.
  - F. Incidental earthwork and earthwork materials as part of other payment items in other Sections will not be paid for as a separate item, but rather as part of the payment items listed below

4.3 PAYMENT ITEMS

<b>Item 14</b>	<b>Strip and Stockpile Topsoil</b>	<b>Cubic Yard</b>
<b>Item 15</b>	<b>Excavation, Removing and Disposing of all unsuitable and surplus excavated materials from site -</b>	<b>Cubic Yard</b>
<b>Item 16</b>	<b>Excavation and Backfilling -</b>	<b>Cubic Yard</b>
<b>Item 17</b>	<b>Decompaction of Existing Soils -</b>	<b>Square Yard</b>
<b>Item 18</b>	<b>Granular Fill -</b>	<b>Cubic Yard</b>
<b>Item 19</b>	<b>Stonedust -</b>	<b>Cubic Yard</b>

END OF SECTION  
31 00 00



## SECTION 32 10 00 – BASES, BALLASTS, PAVING AND CURBING

<b>Item 20</b>	<b>Bituminous Concrete Walk and Court Paving -</b>	<b>Square Yard</b>
<b>Item 21</b>	<b>Color Sealcoat -</b>	<b>Square Yard</b>
<b>Item 22</b>	<b>Line Painting -</b>	<b>Lump Sum</b>
<b>Item 23</b>	<b>Resilient Safety Surface -</b>	<b>Square Foot</b>
<b>Item 24</b>	<b>Concrete Paving -</b>	<b>Lump Sum</b>
<b>Item 25</b>	<b>Precast Concrete Curb -</b>	<b>Linear Foot</b>

### PART 1 - GENERAL

#### 1.1 REFERENCE

- A. Attention is directed to the printed form of the Contract, General Conditions, Supplementary General Conditions and Division 1 of which these specifications are hereby made a part.

#### 1.2 SECTION INCLUDES

- A. Bituminous Concrete Walk and Court Paving
- B. Color Sealcoat
- C. Line Painting
- D. Resilient Safety Surface
- E. Concrete Paving
- F. Precast Concrete Curb

#### 1.3 RELATED WORK

- A. Section 02 41 13 - Selective Site Demolition
- B. Section 31 00 00 - Earthwork

#### 1.4 REFERENCES

- A. AASHTO: American Association of State Highway and Transportation Officials
- B. ACI: American Concrete Institute
- C. ADA: Americans with Disability Act
- D. ASTM: American Society for Testing and Materials
- E. CPSC Handbook for Public Playground Safety National Bureau of Standards, for the U.S. Consumer Product Safety Commission. 8<sup>th</sup> and Final Draft, Volumes I & II
- F. MassDOT: "Standard Specifications for Highways and Bridges", Massachusetts Highway Department, Commonwealth of Massachusetts, latest edition
- G. PCI: Precast/Prestressed Concrete Institute

#### 1.5 QUALITY ASSURANCE

- A. Paving on public property shall comply with all laws, rules and regulations of governmental authorities having jurisdiction over such work.
- B. It shall be the responsibility of the Contractor to render the site erosion free. Approval by Owner's Representative of any method to accomplish this does not relieve the Contractor of full responsibility for controlling erosion and/or sedimentation throughout the construction process.
- C. Construction Tolerances:

1. Variations from slope as indicated for finished surface of paving: 1/4 inch in 10 feet.

D. Precast Quality Control:

1. Fabricator must be designated a PCI Certified Plant for Group A1 - Architectural Concrete.
2. Quality Control Testing: test and inspect precast concrete as determined by Owner's Representative, according to MNL-117 requirements.
3. Strength of precast concrete units will be considered deficient when they fail to comply with ACI 318 [ACI 318M] requirements.
4. Defective Work: Discard precast concrete units that do not conform to requirements including strength, manufacturing tolerances and finishes. Replace with precast concrete units that meet requirements.
5. Precast design modifications may be made only as necessary to meet field conditions and to insure proper fitting of the work and only as acceptable to Owner's Representative. Maintain general design concept shown without increasing or decreasing sizes of members or altering profiles and alignment shown.
6. Installer Qualifications: Engage an experienced Installer who has completed similar architectural precast concrete work similar in material, design and extent to that indicated for this project and with a record of successful in-service performance.
7. Do not change source of brands for precast concrete or setting materials during progress of work.

- E. HANDICAP ACCESSIBILITY: When installed, all paving shall be handicap accessible and will comply with the Civil Rights Restoration Act of 1987 and the Americans with Disabilities Act of 1990, latest version.

1.6 TESTING LABORATORY SERVICE

- A. The testing laboratory will be responsible for conducting and interpreting tests. Each report shall state whether or not the test specimens conform to all requirements of the Contract Documents and will specifically note any deviation there from if any. Specific test and inspection requirements shall be as specified herein.

1.7 SUBMITTALS

- A. Samples: Prior to ordering the below listed materials, submit representative samples to Owner's Representative for selection and approval, as follows. Do not order materials until Owner's approval has been obtained. Delivered materials shall closely match the approved samples.
- B. Product literature: Prior to ordering the below listed materials, submit shop drawings or product literature, color chips or charts to Owner's Representative for approval as follows. Do not order materials until Owner's approval has been obtained. Delivered materials shall closely match the approved items.
1. Color sealcoating for basketball court - Product literature for all materials required to complete the work.
  2. Line painting for basketball court - Product literature for all materials required to complete the work.
- C. Color sealcoating for basketball court: Submit one (1) sample for each color selected.
- D. Mix designs and supporting test data for asphaltic mixtures.
- E. Report on tests of in place construction of top and bottom courses of bituminous pavements.
- F. Field layout of color sealcoat must be approved by Owner's Representative prior to sealcoat application.



- G. Resilient Safety Surface Submittals: Submit copies of testing procedures and results, performed by independent testing source, which demonstrates compliance with CPSC and ASTM guidelines. Per CPSC and ASTM F1292-91, critical height testing procedures at 30, 71 and 120 degrees Fahrenheit, the installed surface shall pass the 200 G-max and 1000 HIC (Head Injury Criteria) test for a height at least equal to the highest fall height of equipment as installed within its zone. Rubber surface thickness to be calculated based on 'hard' base, not aggregate base.
  - 1. Submit manufacturer's product data and full range of color samples for selection and approval by Owner's Representative.
- H. Resilient Playground Safety Surface Installer Qualifications: Minimum of five years of experience installing resilient playground surfacing. Installer must provide Owner with 3 local references where installation can be inspected.
- I. SHOP DRAWINGS for precast concrete work. Include in the drawings sizes, shapes, finishes and location of all precast materials. Include in Drawing any reinforcing, bedding, anchoring and jointing of all dimension work, relations to adjacent construction, relations to work of other trades, and all other details required for the proper installation of the work with due reference to all related work. Include locations and details of hoisting points and lifting devices for handling and erection. Verify and take all necessary field measurements prior to fabrication. Do not fabricate or install any items until shop drawings have been approved.
  - 1. SAMPLE for verification purposes: 1 precast concrete curb sample approximately 6 inches in length to illustrate quality, color and texture of surface finishes.
  - 2. Submit compaction tests of prepared aggregate subbase to Owner's Representative for evaluation before proceeding with final pavement.
- J. Concrete design mix including report on design strength test.
  - 1. Test reports on placed concrete:
    - a. Tests of materials, or review of test reports available from suppliers.
    - b. Field tests as specified herein.

#### 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Install bituminous concrete pavement in accordance with temperature and weather limitations specified by MassDOT.
- B. Install resilient playground safety surfacing in accordance with temperature and weather limitations provided by synthetic resilient surfacing manufacturer. Store all materials protected from the weather and at temperature not less than 40° F.
  - 1. Apply resilient playground surfacing only to clean, dry and properly prepared surfaces.

#### 1.9 PRODUCT DELIVERY

- A. Deliver precast concrete curbing units to project site in such quantities and at such times to assure continuity of installation. Store units at project site to prevent cracking, distortion, warping, staining or other physical damage and so that markings are visible. Lift and support units only at designated lifting or supporting points.

#### 1.10 COLD WEATHER PROTECTION

- A. Do not erect or clean any precast curb units when the temperature of surrounding area is below 40 degrees F., or below 45 degrees F. and falling, or forecast by public news media to fall to or below 35 degrees F. within 24 hours without temporary heated enclosures or without heating materials or other

precautions necessary to prevent freezing. Minimum temperature within heated enclosure shall be 40 degrees F. Do not use materials which are likely to contain frost. Do not use accelerating ingredients with any mortar. Do not use anti-freeze compounds to lower the freezing point of mortar. Mortar shall harden without freezing and with no damage from frost. Protect all work against freezing for not less than 48 hours after installation.

- B. Do not lay precast curb units which are wet or frozen. Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen setting beds. Remove any ice or snow formed on masonry bed by carefully applying heat until top surface is dry to the touch. Remove and replace work damaged by frost or freezing.

## PART 2 - MATERIALS

### 2.1 BITUMINOUS CONCRETE PAVEMENT

- A. Bituminous Concrete Pavement shall consist of binder course mix and dense binder mix courses constructed to the thicknesses shown on the Drawings and shall conform to the relevant provisions of Sections 460 and M3.11.03 of "Standard Specifications for Highways and Bridges" of MassDOT, latest edition.
- B. Base/Binder Courses shall be Bituminous Concrete Pavement, Dense Finish Course Type I-1.
- C. Leveling Courses
  - 1. Leveling Courses may conform to "Surface Treatment" mix, Table A, Section M3.11.03 of the MassDOT Standard Specifications, comprised of Class I Dense Bituminous Concrete, Type St or Dense mix Type I-1, at the contractor's option.
  - 2. The general composition of the bituminous concrete mixture (the proportion of asphalt cement to mineral aggregate) shall be in accordance with MassDOT requirements.
  - 3. The mineral aggregate composition for Type St shall be as follows:

TYPE ST SIEVE ANALYSIS U.S. Standard Sieve No.	MINERAL AGGREGATE Percent Passing by Weight (per ASTM C-136)	
<u>Size</u>	<u>Minimum</u>	<u>Maximum</u>
3/8	100	-
4	96	100
8	85	100
16	55	85
30	25	60
50	15	40
100	3	15
200	2	7

- D. The bituminous pavement shall cure for fourteen (14) days prior to applying Color Sealcoat System as specified below.

### 2.2 COLOR SEALCOAT

- A. The layout and design of color sealcoating shall be installed per contract drawings.
- B. The two (2) filler coats shall be "Plexipave" as manufactured by California Products Corporation, 169 Waverly St., Cambridge MA, or approved equal. The Plexipave filler coats shall be applied to the cleaned bituminous pavement. It shall be non-flammable upon exposure to flame. The filler coats shall

contain a minimum of 9 lb./gal. of Silica, 100 percent (100%) passing a 100% mesh as pre-mixed at the manufacturer's plant. No sand or silica shall be added to the emulsion in the field.

- C. Water, if approved, may be added to the Plexipave emulsion mixes. In no case may the quantity of water in the filler coat emulsion mix exceed thirty-three percent (33%) of the emulsion volume: One (1) part water to two (2) parts filler coat. In no case may the quantity of water in the finish coat emulsion mix exceed fifty percent (50%) of the emulsion volume. Water shall be potable and its temperature above forty degrees F (40° F) upon addition to the emulsions.
- D. The color emulsion coating shall be California Products Company's "Plexichrome" or an approved equal emulsion product. Colors shall match those of the Plexipave filler coats. The Plexichrome shall be applied lengthwise on the court with a wide type push broom.
- E. The base vehicle for the finish coat shall be an acrylic polymer dispersed in water and which has the ability to withstand extremes in temperature and general weathering. The film former shall provide a non-skid surface upon drying and under all weather conditions. Pigment dispersions in the color coating are to be of the best quality chrome oxides so as to obtain a permanent true color. The coating shall contain no material, which will cause cracking due to extremes in temperatures and is to be factory mixed and consistent in color. It shall be a one hundred percent (100%) acrylic emulsion containing no alkyds, butadiene styrene, or vinyls and shall be thinned with water. It shall not chalk or discolor any equipment.
- F. The finished surface shall be smooth and uniform, true to required grade and cross section, and free of depressions, ridges, or other irregularities.
- G. Line paint shall be 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyls, and shall be thinned with water only. Paint shall be "Plexicolor" as manufactured by California Products Corporation or approved equal. Color shall be white or as directed by the Owner's Representative.

## 2.3 PORTLAND CEMENT CONCRETE WALK PAVING

### A. CONCRETE MATERIALS

1. Cement Concrete shall be of an air entrained type conforming to the current specifications of Section M4 of the Standard Specifications. Cement concrete shall have a 28 day compressive strength of 4000 PSI using 3/4 inch aggregate, and with an entrained air content of  $7.0 \pm 1.0\%$ .
2. FINE AGGREGATE: conforming to Section M4.02.02 of MassDOT.
3. COARSE AGGREGATE: conforming to Section M4.02.03 of MassDOT except that 3/4 inch shall be the maximum aggregate size.
4. WATER: conforming to Section M4.02.04 of MassDOT.
5. AIR ENTRAINING ADMIXTURE: conforming to ASTM C260.
6. WATER REDUCING ADMIXTURE: conforming to ASTM C494, type A.
7. ACCELERATING ADMIXTURES, CALCIUM CHLORIDE AND ANY OTHER ANTIFREEZE MATERIALS: NOT PERMITTED.

### B. CONCRETE PROPORTIONING, MIXING, STRENGTH AND QUALITY

1. Concrete shall conform to ASTM C94. The design strength of concrete shall be as follows:
  - a. 4,000 psi minimum at 28 days for above grade use.
2. All concrete exposed to weather shall be air entrained with a total air content of 5 to 8%.

3. Use no more water in the mixture than is necessary to produce concrete which is workable and plastic within the limits specified herein for slump. Use the least amount of water and proportion of mortar to coarse aggregate which will produce uniformly dense concrete, free from aggregate pockets or honeycomb. Make corrections for the amount of moisture contained in the aggregates. Make allowances for absorption of moisture by the aggregates during the period of mixing and handling. Maintain a continuous uniform consistency.
4. In all cases, provide concrete of such consistency and mix composition that it can be worked readily into the corners and angles of forms and around reinforcement, concrete inserts and castings without permitting the materials to segregate or free water to collect on the surface.
5. The consistency of the concrete at time of deposit as measured by ASTM C143 shall be as follows:

<u>Portion of Work</u>	<u>Slump</u>	
	<u>Recommended</u>	<u>Maximum Range</u>
Slabs on ground	2 inches	1-3 inches

#### C. MISCELLANEOUS MATERIALS

1. Expansion joint filler shall be equal to CERAMAR flexible foam expansion joint filler, available through W. R. Meadows, tel: 800-342-5976, email: wrmeadows.com, or approved equal. Filler is composed of isomeric polymers in a closed-cell structure. Color is gray.
  - a. Provide 1/2" x 6" joint filler for use between concrete paving and building.

#### 2.4 RESILIENT SAFETY SURFACE

- A. The resilient safety surface shall be a poured in place system by one of the following manufacturers: "Playbound Poured-In Place System" by Surface America, Inc., Williamsville NY, 800-999-0555; or "Vitriturf" Playground System by Hanover Specialties Inc., Hauppauge NY, 631-231-1300 with the local area representative being Ulti-Play Parks and Playgrounds, Uxbridge MA, tel: 508-634-1497, or approved equal.
  1. Cushion course and wearing course components shall be provided by the same manufacturer.
  2. Playground surface shall meet or exceed current Consumer Product Safety Commission (CPSC) guidelines issued in 'A Handbook for Public Playground Safety (latest edition)' for a minimum fall height of 72" at Play Equipment 'A' and maximum fall height of 8'-6" at Play Equipment 'B'; current Americans with Disabilities Act Guidelines (ADAG); and current American Society for Testing and Materials (ASTM) F-1292-91 requirements.
- B. CUSHION COURSE- shall be a monolithic poured-in place cushion pad made from a field-mix blend of SBR recycled rubber buffings adhered with a 100% solids polyurethane binder to form a resilient porous material. The rubber shall arrive at the site packed in suitable bags and protected from moisture during transportation and handling.
  1. SBR chopped to 1-3mm or 3/8" shredded granules and contain less than 4% dust
  2. Curing Time: Allow up to 24 hours. When the surface can be walked on without leaving depressions, it has cured enough to proceed with the installation of the Top Wearing Course.
- C. WEARING COURSE- shall be a monolithic poured-in place top surface made from a blend of ethylene propylene diene monomer (EPDM) colored rubber containing a minimum 20% EPDM and having a density of 1.50 +/- 0.05 and chopped to 1-3 mm size. The EPDM rubber granules shall be protected from moisture during transportation and handling.
  1. The rubber granules and binder are blended together at a ratio of 80/20 in a mechanical mixer until all the EPDM rubber granules are coated with aliphatic-based polyurethane binder. The blended

material is then spread onto the cured cushion base and leveled to the proper elevation using gauge bars equal to the required thickness.

2. Curing time: Allow 24 to 72 hours for curing. It is recommended to allow an additional 24 hours curing time prior to opening the area to play.
3. Finished surface shall be slip resistant; supply ASTM E303 slip characteristic test results.
4. Resilient surface material shall be ignition resistant; supply passing ASTM D2859 test results.
5. Color: A selection of up to three colors from the manufacturer's entire range of standard colors shall be made by the Owner's Representative.

D. **ALIPHATIC BINDER:** The binder for the synthetic resilient playground top wearing course shall be an MDI based one component, aliphatic-based binding agent. The binder shall be free of TDI Monomers. The binder must be clear in color and solvent free. The binder shall be specially formulated for compatibility with SBR and EPDM rubber granules. Specific gravity for the binder shall be 1.07 +/- 0.03. **AROMATIC BINDERS ARE NOT ALLOWED.**

E. **PRIMER:** Single component moisture cured polyurethane primer.

F. **CRUSHED STONE BASE:**

<u>Sieve Size</u>	<u>%Passing by Weight</u>
1"	90-100
5/8"	50-80
1/4"	30-50
#4	15-35
#8	10-30
#30	3-5
#200	0-3

1. The crushed stone must be compacted to a 95% Standard Proctor Compaction. The crushed stone shall be a homogeneous mixture complying with the chart above.

## 2.5 RESILIENT SURFACE MIXTURE COMPOSITION

A. **CUSHION COURSE**

Shredded SBR rubber particles	86% by weight
Polyurethane Binder	14% by weight

B. **WEARING COURSE**

EPDM rubber granules	80% by weight
Aliphatic Binder	20% by weight

## 2.6 PRECAST CONCRETE CURB

A. Precast concrete for curbing at 28 days shall be 5,000 pound per square inch air-entrained concrete conforming to the requirements and applicable provisions of Section 501 and M4.02.0 of the Standard Specifications.

1. Warped, cracked, broken, spalled, stained or otherwise defective precast units are not acceptable.
2. Curbing shall be reinforced with two (2) - #4 rebars, grade 60.
3. Approximate weight of precast curb is 135 lbs./linear foot.
4. Air entrainment is 6 – 7% minimum with a 2 – 4" maximum slump.
5. Dowel Interlocking Pins between curb sections shall be #5 rebar, 6" lengths, 1 pin per connection minimum.

6. Exposed surfaces: Steel trowel or polished top surface and sandblast finish other surfaces with a light sugar cube finish, all free of pockets, sand streaks and honeycomb with uniform color and texture.
- B. Acceptable manufacturers of precast curbing are: Shea Concrete, Wilmington MA, tel: 800-696-7432; Precast Specialties Corp., Abington MA, tel: 781-878-7220; Scituate Precast, Scituate MA, tel: 800-322-4488.
- C. Fabricate precast concrete units complying with manufacturing and testing procedures, quality control recommendations and following dimensional tolerances unless otherwise indicated.
  1. Fabricate precast concrete units straight or radially, smooth and true to size and shape with exposed edges and corners precise, square and true unless otherwise indicated. Provide uniformly chamfered edge and corner treatment.
  2. Defective Work: Discard precast concrete units that do not conform to requirements including strength, manufacturing tolerances and finishes. Replace with precast concrete units that meet requirements.
- D. Precast design modifications may be made only as necessary to meet field conditions and to insure proper fitting of the work and only as acceptable to Owner's Representative. Maintain general design concept shown without increasing or decreasing sizes of members or altering profiles and alignment shown.
- E. Installer Qualifications: Engage an experienced Installer who has completed similar architectural precast concrete work similar in material, design and extent to that indicated for this project and with a record of successful in-service performance.
- D. Forms: Accurately construct forms mortar tight and of sufficient strength to withstand pressures due to concrete placing operations and temperature changes. Maintain form work to provide completed precast concrete units of shapes, lines and dimensions indicated within specified fabrication tolerances.
- F. Cement Mortar for pointing joints between curbstones shall be a cement mortar composed of one part Portland cement and two parts sand, by volume with sufficient water to form a workable, stiff mixture.
- G. Surface finish: Fabricate precast units and provide surface finishes as follows:
  1. Exposed surfaces: Steel trowel or polished top surface and sandblast finish other surfaces with a light sugar cube finish, all free of pockets, sand streaks and honeycomb with uniform color and texture.

## 2.7 MISCELLANEOUS MATERIALS

- A. CONCRETE FOR CRADLE at precast concrete curb shall conform to ASTM C94 using 3/4 inch maximum size aggregate and have a minimum compressive strength of 3,000 psi at 28 days.

## PART 3 - EXECUTION

### 3.1 PLACEMENT OF AGGREGATE BASE COURSE FOR PAVEMENTS

- A. Construct gravel base course as detailed on the Drawings for all areas of new paved surfaces in this Section. Make any corrections necessary to gravel borrow furnished and installed under Section 31 00 - Earthwork, to the sections and elevations shown on the Drawings.
- B. Spread aggregate from self-spreading vehicles, approved type of power grader or by hand upon prepared subgrade. Spread evenly in layers so as to avoid separation of aggregates. Layers shall not exceed 6 inches in depth after compaction. Remove stones larger than 3 inches. When spread, rolled and



compacted on the prepared surface, it shall form a stable surface. All rolling shall be done with a roller weighing 8 to 10 tons. Compact any portion which is not accessible to a roller by mechanical or hand tamper. Compact to 95% Proctor Density.

- C. Final rolled surface shall be true to the lines and grades indicated on the Drawings or as directed by the Owner's Representative. Fill in any depression that may appear during and after rolling with aggregate and reroll until the surface is true and even.
- D. Tolerance: 1/4 inch maximum above or below the cross-section grades and 1/4 inch maximum under a 10 foot line longitudinally.
- E. Maintain the surface of any layer in its finished condition until succeeding layer is placed.

### 3.2 INSTALLATION OF BITUMINOUS CONCRETE WALK AND COURT PAVING

- A. Make any corrections necessary to gravel borrow furnished and installed under Section 31 00 00 - Earthwork, to bring to the sections and elevations shown on the Drawings.
- B. Construct bituminous concrete paving as shown on the Drawings and in accordance with the MassDOT Standard Specification Sections 420 and 420.60 to and including 460.68.
  - 1. The finished surface of the top course shall be spread parallel to the base course of pavement and shall conform to the grades shown on the Drawings and to the tolerances specified in Section 460.67 of the Standard Specifications. Surface shall be free of valleys and dips.
- C. No bituminous material shall be applied when the temperature is below 32° F.
- D. **No vehicular traffic of any kind shall be allowed to pass over the newly finished surface until it has had time to set. Twenty-four hours will be considered sufficient time for the pavement to set in most cases, but this period may be extended by the Owner's Representative as required by weather or other reasons.**
- E. All areas of finished paving on which water stands or which are found excessively uneven shall be promptly brought to the correct grade and line. When tested with a ten foot straight edge there shall be no deviation from true surface planes represented by the grade elevations shown on the Drawings in excess of 1/4 inch.
- F. Do any repair or patching to pavements outside the project site damaged by the work of the Contract.
- G. New bituminous walk pavement shall be smoothly saw cut according to the layout on the Drawings prior to installation of the resilient safety surface. The sawcut line layout shall be reviewed and approved by Owner's Representative prior to start of sawcutting operations.

### 3.3 APPLICATION OF COLOR SEALCOAT

- A. The contractor shall furnish and apply to the approved bituminous pavement: two (2) filler coats and one (1) finish coat of acrylic emulsion color coating.
- B. Prior to application of the filler coats, all dirt, sand, dust and other loose material shall be cleaned from the paved areas to be covered, by sweeping and pressure washing with water. All surfaces shall be dry prior to starting any color seal coating process. The contractor shall take special precautions to assure that existing pavements are thoroughly cleaned. Limits or areas to be color coated shall be taped with minimum of two (2) inch wide tape true as to alignment prior to application of the color coating material.
- C. The two (2) filler coats shall be applied so that both coats are of a total quantity and with a uniform spread at the rate of one (1) gallon per each one hundred (100) square feet of surface area. Additional

filler coating material is to be used if necessary to complete the court surfaces satisfactory to City of Newton. The first coat shall be applied length-wise of the court and the second coat will be applied cross-wise to the first.

- D. After the filler coat applications have been completed and approved, apply one (1) acrylic color emulsion coating to the properly prepared surfaces with a uniform spread at the rate of one (1) gallon per each two hundred (200) square feet of surface area. The color emulsion coating shall be California Products Company's "Plexichrome" or an approved equal emulsion product. Colors shall match those of the Plexipave filler coats. The Plexichrome shall be applied lengthwise on the court with a wide type pushbroom.
- E. The entire system of two (2) filler and one (1) finish coats shall be applied with approved squeegees and hair-type pushbrooms, respectively. The material shall be thoroughly mixed by mechanical agitation and all work shall be done in a thorough and workmanlike manner. The emulsion shall be thoroughly stirred in its container as received, by stationary bucket power mixer, so that a creamy, smooth consistency of all the emulsion in the container is assured for ready application. The entire work of color coat surfacing shall be done in accordance with the recommendations of the manufacturer's representative. Special care shall be taken so that none of the coating material spatters or flows beyond the perimeter of areas to be covered. The filler coats and finish coat shall not be applied in foggy or rainy weather, or when ambient temperature is below forty-five degrees F (45° F), nor shall they be applied if such conditions are anticipated during the next forty-eight (48) hours.
- F. The finished surface shall be smooth and uniform, true to required grade and cross section, and free of depressions, ridges, or other irregularities.

#### 3.4 CONCRETE PLACEMENT

- A. Do not place concrete until base course and forms have been checked for line and grade, and corrected as necessary. Take care to remove any temporary form spreaders prior to placing concrete. Moisten base course if required to provide a uniform dampened condition at time concrete is placed.
- B. Place concrete immediately after mixing in one course, monolithic construction, for full width and depth. Spread concrete as soon as it is deposited on the base course using methods which will prevent segregation of the mix. Consolidate concrete along the face of forms and adjacent to traverse joints with a mechanical vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms. Hand spading, with square faced shovels only, will be permitted only with approval of the Owner's Representative. Consolidate with care to prevent dislocation of reinforcing and joint materials. No honeycomb work will be accepted.
- C. Expansion joints shall be placed as indicated on the Drawings. Expansion joints shall be a maximum of 1/2 inch wide.
- D. Unless otherwise permitted, execute the work such that a section begun in one day shall be completed in daylight on the same day. Provide security to protect concrete flatwork from damage. Marked up panels will be a cause for rejection.
- E. Deposit concrete continuously, and in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section.

#### 3.5 PLACING CONCRETE DURING HOT OR COLD WEATHER

- A. During cold weather, provide equipment and materials to maintain a temperature of at least 50 degrees F. in the freshly placed concrete during the curing period. Use no frozen materials or materials containing snow or ice in the mix. Place no dependence on salt or other chemicals for the prevention of freezing. Place no concrete on frozen subgrade. In all other respects, work in cold weather shall conform to ACI 306 and ACI 604.



- B. During hot weather, take suitable precautions to avoid drying of the concrete prior to finishing. Provide windbreaks, sunshades, covering, fog sprays, etc., as required. Concrete deposited in hot weather shall have a placing temperature not greater than 80 degrees F., and shall be maintained at a temperature not greater than 90 degrees F. during the curing period. In all other respects, work in hot weather shall conform to ACI 605.

### 3.6 CONCRETE FINISHING

- A. It is the intent of this Specification to require forms, mixture of concrete and workmanship so that concrete surfaces, when exposed, will require no patching. Remove any concrete which is not formed as shown the Drawings or for any reason is out of alignment or level, or shows a defective surface, unless the Owner's Representative grants permission to repair the defective area. Permission to patch any such area shall not be considered a waiver of the Owner's right to require a complete removal of defective work if the repair does not, in his opinion, satisfactorily restore the quality and appearance of the surface. The Owner's Representative shall be the sole judge of appearance as such relates to artistic effect.
- B. Do not dust the concrete surface with dry cement or sand during finishing except as herein specified. Any excess "puddling" shall be cause to reject the total section of concrete. Perform no finish operation while free water is present. Delay jointing and edging operations until all bled water and water sheen has left the surface.
- C. After striking off and consolidating concrete, smooth the surface by screeding and floating with an aluminum or magnesium float. Adjust the floating to compact the surface and produce a uniform texture.
- D. After floating, test the surface for trueness with a 10 foot straightedge. Distribute the concrete as required to remove surface irregularities, and refloat all repaired areas to provide a continuous smooth finish. Work edges of slabs and joints with a 1/8 inch radius edging tool. After edging and jointing operations, refloat the surface. After completion of floating, and when excess moisture and surface sheen have disappeared, complete surface finishing as follows:
  - 1. Broom Finish: Immediately following floating, steel trowel the surface. Use a stiff bristled wire broom, with a long handle, to obtain a light broom finish. Install brush marks true to the direction indicated on the Drawings or perpendicular to the flow of traffic if not shown. Repeat edging and jointing operations as required to obtain a distinct edge.

### 3.7 INSTALLATION OF RESILIENT SAFETY SURFACE

- A. Installation shall be as recommended by the manufacturer and shall be to the depths and widths in locations as indicated on the Drawings.
- B. Contractor shall coordinate the delivery and installation of the resilient safety surface. Resilient safety surface shall be installed immediately following the installation of the play equipment and the curing of concrete footings.
- C. During the curing period of the surface, the Contractor is responsible for overnight security.
- D. Grading and Compaction of Subgrade
  - 1. Do all necessary grading in addition to that specified under Section 31 00 00 – Earthwork, of these Specifications to properly construct the Subgrade as detailed on the Drawings for the resilient playground surface. Subgrade shall be compacted to 95% Proctor.
  - 2. Slope on subgrade course shall be maintained at 1/4" per foot in any direction, and 1/8" per foot in any 3' direction.

- E. Resilient Safety Surface Installation shall be started when the crushed stone subgrade has been approved by the Owner's Representative. Prior to installation of the Cushion Base, the entire subgrade surface shall be clean and dry and free of any foreign and loose material.
- F. Cushion Course Installation: Installation will be started after the subgrade is completed and approved. The thickness of the Cushion Course is as shown on the Drawings.
  - 1. Wherever practical, Cushion Course shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with the new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
  - 2. The temperature should be 40 degrees and rising during installation of the resilient surface.
- G. Wear Course Installation: The Wear Course will be poured on and spread over the cushion course. Installers shall use a measured screed rod 1/16" thicker than the required depth. The installation shall be seamless.
  - 1. Colored designs shall be the full wear course depth.
  - 2. Where the rubber surfacing meets bituminous concrete walk pavement, the vertical edge of paving shall be coated with primer adhesive prior to the spreading of the Wear Course.

#### H. GUARANTEE/WARRANTY

- 1. The resilient safety surface shall be guaranteed against defects in workmanship or quality for a period of one (1) year after final acceptance. The contractor shall replace, repair, recoat or otherwise make satisfactory to the Owner any unacceptable surfacing at no additional cost to the Owner.

### 3.8 INSTALLATION OF PRECAST CONCRETE CURB

- A. Before commencing work, thoroughly clean compacted gravel base of all dust, dirt and foreign matter.
- B. Provide setting diagrams, templates, instructions and directions as required for installation.
- C. Install precast units plumb, level, true to line and in alignment within PCI MNL-117 and specified limits of erection tolerances on compacted gravel base. Provide temporary supports and bracing as required to maintain position, stability and alignment as units are being permanently connected.
  - 1. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses. Take every precaution to prevent direct bearing contact between pieces.
- D. Anchor precast concrete units in position with concrete cradle poured at front and back of curb units as indicated on the Drawings. Remove temporary shims, wedges and spacers as soon as possible after anchoring and grouting are completed.
- E. Grouting Connections: Smoothly grout all joints between precast curb units.

### 3.9 FIELD QUALITY CONTROL

- A. The testing laboratory shall make the following inspections and tests: Test aggregate materials for compliance with MHD or furnish accepted certificate of compliance from source of supply.
- B. Testing laboratory will perform the following general services:
  - 1. Determine maximum dry density and optimum moisture content of soils in accordance with standards herein before specified.
  - 2. Provide optimum moisture - maximum density curves.

3. Test and approve all compacted aggregate layers before construction thereon.
- C. Testing laboratory will perform the following field tests:
  1. Determine frequency of field tests to assure densities required. Unless otherwise determined, minimum field testing shall include one (1) density test for each 1,000 square feet.

### 3.10 PROTECTION

- A. Properly protect new and existing paving, walls, fencing, posts and landscaping against splashing and spattering from bituminous and color sealcoat during preparation and installation of pavements. Any materials so damaged shall be removed and replaced or satisfactorily cleaned with a pre-approved method no additional cost.

### 3.11 PERFORMANCE REQUIREMENTS

- A. Conduct inspections, perform testing and make repairs or replace unsatisfactory precast units as required. Limitations as to amount of patching permitted are subject to acceptance by Owner's Representative.
  1. Repair exposed exterior surfaces of precast concrete units to match color, texture and uniformity of surrounding concrete when permitted by Owner's Representative.
  2. Remove and replace damaged precast concrete units when repairs do not meet requirements.

### 3.12 CLEANING AND PROTECTION OF PRECAST CONCRETE CURB

- A. Clean soiled exposed surfaces after erection to remove marks, dirt and stains. Wash and rinse according to precast concrete manufacturers recommendations. Do not use cleaning materials or processes that could change the appearance of exposed finishes or which may harm adjacent materials. Consult precast concrete manufacturer for acceptable cleaners. Wash and rinse in accordance with precast manufacturer's recommendations. Do not use cleaning materials, processes, wire brushes, acid or other solutions that could change the character of exposed concrete finishes. Use nonmetallic tools in cleaning operation. Protect other work from staining or damage due to cleaning operations. Protect work in progress and after completion.

## PART 4 - COMPENSATION

### 4.1 METHOD OF MEASUREMENT

- A. Bituminous Concrete Walk and Court Paving and Color Sealcoat will be measured as a unit and paid for at the Contract Square Yard price, complete in place.
- B. Line Painting will be measured as a unit and paid for at the Contract Lump Sum price, complete in place.
- C. Resilient Safety Surface will be measured as a unit and paid for at the Contract Square Foot price, complete in place.
- D. Concrete Paving will be measured as a unit and paid for at the Contract Lump Sum price, complete in place.
- E. Precast Concrete Curb will be measured as a unit and paid for at the Contract Linear Foot price, complete in place.
- F. Excavation and placement of granular fill material and grading and compacting of subbase material shall be paid for under those line items in Section 31 00 00 – Earthwork, of this Specification.

- G. Excavation and removal of undesirable and unsuitable materials shall be paid for under those line items in Section 31 00 00 – Earthwork, of this Specification.

#### 4.2 BASIS OF PAYMENT

- A. The Contractor will be paid the contract unit price per square yard for the Bituminous Concrete Walk and Court Paving and Color Sealcoat, complete in place, including excavation, compaction, grading and the dense graded crushed stone base in place. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner’s Representative and as specified herein.
- B. The Contractor will be paid the contract unit price per lump sum for Line Painting, complete in place. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner’s Representative and as specified herein.
- C. The Contractor will be paid the contract unit price per square foot for the Resilient Safety Surface, complete in place, including excavation, compaction, grading and the dense graded crushed stone base in place. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner’s Representative and as specified herein.
- D. The Contractor will be paid the contract unit price per lump sum for Concrete Paving, complete in place, including excavation, compaction, grading and the dense graded crushed stone base in place. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner’s Representative and as specified herein.
- E. The Contractor will be paid the contract unit price per linear foot for Precast Concrete Curb, complete in place, including excavation, compaction, grading, precast concrete curb, and dense graded crushed stone base in place. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner’s Representative and as specified herein.

#### 4.3 PAYMENT ITEMS

A.	<b>Item 20</b>	<b>Bituminous Concrete Walk and Court Paving -</b>	<b>Square Yard</b>
	<b>Item 21</b>	<b>Color Sealcoat -</b>	<b>Square Yard</b>
	<b>Item 22</b>	<b>Line Painting -</b>	<b>Lump Sum</b>
	<b>Item 23</b>	<b>Resilient Safety Surface -</b>	<b>Square Foot</b>
	<b>Item 24</b>	<b>Concrete Paving -</b>	<b>Lump Sum</b>
	<b>Item 25</b>	<b>Precast Concrete Curb -</b>	<b>Linear Foot</b>

END OF SECTION  
32 10 00

## SECTION 32 30 00 - SITE IMPROVEMENTS

<b>Item 26</b>	<b>Install Existing Benches -</b>	<b>Each</b>
<b>Item 27</b>	<b>Install Existing Bike Posts -</b>	<b>Lump Sum</b>
<b>Item 28</b>	<b>Play Equipment 'A', 'B' and 'C' -</b>	<b>Lump Sum</b>
<b>Item 29</b>	<b>Basketball Goal, Net and Post -</b>	<b>Lump Sum</b>
<b>Item 30</b>	<b>Concrete Filled Steel Bollard -</b>	<b>Each</b>
<b>Item 31</b>	<b>Metal Edging -</b>	<b>Linear Foot</b>

### PART 1 - GENERAL

#### 1.1 REFERENCE

- A. Attention is directed to the printed form of the Contract, General Conditions, Supplementary General Conditions and Division 1 of which these specifications are hereby made a part.

#### 1.2 SECTION INCLUDES

- A. Furnish and install the following site improvements:
  - 1. Existing Benches - reinstalled.
  - 2. Existing Bike Posts - reinstalled.
  - 3. Play Equipment 'A', 'B' and 'C'.
  - 4. Basketball Goal, Net and Post.
  - 5. Concrete Filled Steel Bollard.
  - 6. Metal Edging.
- B. All necessary paint finishes for bare metal.
- C. Furnish and install all accessory items including hardware, connecting angles, clip angles, bolts, welds, bracing members, etc. necessary for a complete installation.

#### 1.3 RELATED WORK

- A. Section 32 10 00 - Bases, Ballasts, Paving and Curbing
- B. Section 32 31 00 - Fences and Gates

#### 1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. **Contractor must get approval by Parks and Recreation for play equipment substitutions prior to submitting bid. Contractor shall order approved play equipment within 48 hours of execution of contract and approval by City of Newton.**
- B. Protect and handle materials, during loading, shipping, unloading at the site, storage and erection as required to prevent damage to finish surfaces, section contours, squareness, straightness and flatness of fabricated members.

#### 1.5 DEFECTIVE MATERIALS

- A. Do not install defective materials. No patching or hiding of defects will be permitted. Refer to Owner's Representative for decision on all materials showing flaws or imperfections upon delivery to the job site. The Owner's Representative's decision as to rejection of materials shall be understood to be final. Remove rejected material from the site and replace with new material.

## 1.6 REFERENCES

- A. CPSC Handbook for Public Playground Safety National Bureau of Standards, for the U.S. Consumer Product Safety Commission. 8<sup>th</sup> and Final Draft, Volumes I & II.
- B. American Standards for Testing Materials, latest edition; Standards A-120, VA569, 1487-98 (S), and A-500 (ASTM).
- C. ASTM F1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- D. ACI: American Concrete Institute
- E. Standard Steel Composition, Society of American Engineers
- F. Standard Steel Composition, American Iron and Steel Institute
- G. American Steel Institute (ASI), Standards for Structural Steel, latest edition.
- H. Standards for Welding, American Welding Society, (AWS).
- I. Department of Defense DOD-Std 2138 (SH)
- J. American Society of Testing and Material ASTM D-4417
- K. Steel Structures Painting Council (SSPC):
  - SP1 Solvent Cleaning
  - SP7 Brush-off Blast Cleaning
  - PA 2 Measurement of Dry Coating Thickness with Magnetic Gages
  - PAC Shop Painting

## 1.7 QUALITY ASSURANCE

- A. Codes and Standards: Comply with all rules, regulations, laws and ordinances of the City of Newton, the Commonwealth of Massachusetts and all other authorities having jurisdiction. All labor, materials, equipment and services necessary to make the Work comply with such requirements shall be provided without additional cost to the Owner except as otherwise required.
- B. The Contractor shall arrange for and obtain all permits and licenses required for the complete work specified herein and shown on the Drawings. All fees shall be paid for by the Contractor.
- C. Engage a playground installer who has successfully completed within the last 3 years at least 6 applications similar in type to that of this project and who will assign mechanics from these earlier applications to this project, of which one will serve as lead mechanic.
- D. Provide a copy of the inspection certificate from a Certified Playground Safety Inspector confirming that the play equipment is in compliance with ASTM F1487, and all other applicable standards.
- E. Provide a letter from the playground installer stating that the playground equipment was installed according to the manufacturer's instructions.
- F. Construction Tolerances:
  - 1. Variations from plumb: 1/4 inch in 10 feet.
  - 2. Variations from level: 1/4 inch in 20 feet.
  - 3. Variation of linear line: 1/2 inch in 20 feet.
  - 4. Variations from slope as indicated for finished surface of paving: 1/4 inch in 10 feet.
  - 5. Variations from flush in unit-to-unit offset: 1/32 inch.
- G. All materials used shall be sound and free from cracks, seams or starts that might impair its structural integrity or function. No patching shall be permitted except with the approval of the Owner's Representative.
- H. Workmanship: All work shall be done by trained mechanics specializing in this type of work.
- I. Fabrication: Comply with requirements of ASTM A143, ASTM A384 and ASTM A385.



## 1.8 SUBMITTALS

- A. Manufacturer's catalog data and specification sheets for each type of manufactured product, including certification that each product complies with specified requirements. Include instructions for handling, storage, installation, protection and written warranties.
- B. Shop drawings for each manufactured product. Include in the drawings sizes, shapes, finishes and location of all materials, bedding, bonding, anchoring and jointing of all dimension work, relations to adjacent construction, relations to work of other trades, and all other details required for the proper installation of the work with due reference to all related work. Verify and take all necessary field measurements prior to fabrication. Do not fabricate or install any items until shop drawings have been approved.
- C. Samples: Manufacturer's standard color samples for site improvements and play equipment.
- D. Submit paint and coating materials list giving the manufacturer's name, product name and product number for each material.
- E. Manufacturer's instructions for inspection, maintenance and repair of play apparatus including, but not limited to, what, when and how to inspect, maintain and repair each piece of play apparatus.
- F. Warranties: Submit written warranties from play equipment, site furnishings and family exercise equipment manufacturers to the Owner.

## 1.9 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Handle and ship all items so as to prevent damage in transit. Use only material that is not subject to staining or discoloration for blocking and packing. Deliver materials to site in manufacturer's original containers with labels intact and seals unbroken.
- B. Unload and handle all items carefully so as to prevent chipping and breakage. Protect all items during handling, storage and construction against moisture, soiling, staining and physical damage. Store on wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack to distribute weight evenly and to prevent breakage or cracking. Protect stored materials from weather with waterproof, non-staining covers or enclosures, but allow air to circulate around materials. Replace materials damaged in any manner.
- C. Locate storage piles, stacks or bins to avoid and be protected from heavy and unnecessary traffic.

## 1.10 MAINTENANCE MATERIALS

- A. Provide Owner with not less than two sets of tools required for removing and replacing vandal resistant hardware.
- B. Spare Parts:
  - 1. Hardware: 2 of each type.

## PART 2 - MATERIALS

- 2.1 BENCHES and BIKE POSTS are salvaged and stockpiled on site. Benches and Bike Posts shall be cleaned of all debris, and re-installed in new locations per Drawings. Benches have in-ground post mounts which shall be cast in new concrete footings. Bike Posts are surface-mounted onto new concrete paving.
- 2.2 BASKETBALL BACKBOARD, GOAL AND POST

- A. Backboard shall be Model #XL7042, manufactured by True Bounce, Inc. 194 Riverside Avenue, New Bedford MA 02746, tel: 866-873-3715, or approved equal. Backboard shall be constructed from ½” thick clear polycarbonate, and measure 42” x 72” in size. Backboard will be framed with a heavy duty 2 ¼” solid aluminum extruded ‘E’ channel and attached with stainless steel hardware. An official sized target and trim color shall be chosen by the Owner’s Representative from one of 12 stock standard colors, and silkscreened on the face of the backboard.
- B. Goal shall be Model #RB7550 manufactured by True Bounce, Inc. 194 Riverside Avenue, New Bedford MA 02746, tel: 866-873-3715 or approved equal. Goal shall have an 18” dia. double ring, 3/16” wing plates and a 5/8” x 15” brace and nylon net. Metal components shall have a powder coat finish.
- C. Basketball posts shall be Model #590-0026, manufactured by BCI/Burke BCI Burke Company, LLC, 660 Van Dyne Road, Fond du Lac WI 54936-0549, tel: 800-356-2070, or approved equal. Posts shall be 4-foot offset, 4 1/2 inch O.D. galvanized steel. Pole will be installed with the base 48” below finish grade into a 30” dia. x 45” depth concrete footing.

## 2.3 PLAY EQUIPMENT

- A. GENERAL: All play equipment components shall conform to the requirements of ASTM F1487 and applicable sections of the Consumer Products Safety Commission (CPSC).
  - 1. All materials shall have a demonstrated record of durability in the playground or similar outdoor setting and be suitable for safe play. All metals shall be painted, galvanized, powdercoated or otherwise treated to inhibit rust. Black steel is not acceptable.
  - 2. Colors for all play equipment shall be chosen by Owner’s Representative in consultation with City of Newton.
  - 3. There shall be no Polyvinyl Chloride (i.e. PVC, Vinyl, Plastisol) present in any portion of the play structures.
  - 4. All play equipment fasteners and hardware shall be 18-8 grade stainless steel (300 series). Capped lock nuts which cover bolts ends shall be included. Tamper-resistant hardware is utilized on principle clamping mechanisms. Special tools shall be provided for assembly and maintenance. Clamp connection disassembly and slippage is eliminated by using drive rivets. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A nylon thread-locking patch is applied to certain hardware. Liquid thread-lock is also used to hinder fastener removal.
- B. PLAYGROUND EQUIPMENT is manufactured by PlayWorld Systems of Lewisburg, Pennsylvania or approved equal. The local area representative is UltiPlay Parks and Playgrounds, Uxbridge MA, tel: 508-634-1497. Play Equipment ‘A’, ‘B’ and ‘C’ is intended for use by children in the 5-12 year old age range.
  - 1. PLAY EQUIPMENT ‘A’ is a climbing structure composed of a 6’ long catwalk, 6’ horizontal loop ladder with access ladder, inclined cliff hanger, rock climber, hopscotch climber, 1 glide slide, 1 zigzag slide, 1- 360 degree spiral slide, a sliding pole, a chinning bar, 2 stationary buttons, 1 bounce button, a vortex spinning component, transfer station and metal U-bounce. The highest fall height is 72” at the spiral slide, with the remainder of the equipment at a 60” fall height.
  - 2. PLAY EQUIPMENT “B” is an independent climbing structure called the Sierra Summit Climber.
  - 3. PLAY EQUIPMENT ‘C’ is an independent climbing structure called the U-Bounce.
  - 4. PLAY EQUIPMENT COMPONENTS are constructed of the following materials:



- a. SUPPORT POSTS shall be fabricated from cold rolled, electric resistance welded steel tubing. Tubing shall be triple coated with a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. Exterior finish shall be powder coating which is electrostatically applied at a thickness of 2 to 5 mils.
  - 1. Support posts shall extend a minimum of 24" into below grade concrete footing. Footing shall be installed at a minimum depth of 4'. The concrete is poured around the post. Top of footing shall be held a minimum of 4" below finish grade.
- b. DECKS, SLIDES AND FUNNEL ADVENTURE TUBE shall be rotationally molded from color-compounded, first quality, linear low density, polyethylene. Dry-blended or molded-in resins are not acceptable. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-section of polyethylene is .25 in. nominal thickness, double wall construction.
- c. THE TRANSFER STATION, CLIMBERS, CATWALK, LADDERS, CHINNING BAR, OVERHEAD ACCESS LADDER, U-BOUNCE AND VORTEX shall be fabricated from cold rolled, electric resistance welded steel tubing. Tubing shall be triple coated with a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Coating shall be skid resistant, textured, functionalized polyethylene copolymer-based thermoplastic powder coating designed for maximum mechanical performance, impact resistance and UV stability.
- d. CLAMPS shall be provided at hinged assemblies to facilitate structure assembly. Unique S-lap design eliminates all string entanglement points at connection. Clamps are to be permanently fastened to the support post with a drive rivet to eliminate disassembly and slippage. Double banded design provides the highest clamping pressure around the entire clamp. Clamps used in different applications for general attachments in the play equipment shall be die cast of high strength 380 aluminum alloy. Ultimate tensile strength shall be 47 ksi. Clamps shall be finished with a shot blast and a baked on polyester powder coating. ASTM Specifications: B-85. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material.
- e. BARRIER PANELS AND INCLINED CLIFF HANGER shall be constructed of cold rolled, electric resistance welded steel tubing and rotationally molded plastic parts. Tubing shall be triple coated with hot-dipped Flo-Coat® uniform zinc galvanized coatings, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. Plastic parts shall be molded from color-compounded, first quality, linear low density, polyethylene. Dry-blended or molded-in resins are not acceptable. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25 in. nominal thickness, double wall construction.
- f. Cast Almag Clamps shall be provided to facilitate structure assembly. Clamps are to be permanently fastened to the support post with a drive rivet. Clamps shall be cast of high strength Almag 35 (535.0-F) aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 40 ksi. Yield strength shall be 21 ksi. Finished with a 420 micro finish and a baked on polyester powder coating. Clamps which incorporate a slip-through design or clamping devices that use a "bolt through" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable.
- g. All hardware shall be constructed of stainless steel for corrosion resistance.

## 2.4 CONCRETE FILLED STEEL PIPE BOLLARDS

- A. BOLLARD POSTS: Shall be cut from 'XS' steel pipe conforming to ASTM A53, Schedule 80.
1. Provide metal types that comply with requirements of referenced standards and that are free from surface blemishes where exposed to view in the finished unit.
  2. Exposed to view surfaces exhibiting pitting, seam marks, roller marks, rolled trade names, roughness, stains, discolorations or other imperfections on finished unit are not acceptable.
- B. FINISH: Provide all materials of the best commercial quality for the purpose intended, free from all defects which would impair the strength or durability of the work.
1. Prime coating on bare ferrous metal surfaces shall be a two-component, moisture-cured, zinc-rich inorganic or organic primer as listed on the NEPCOAT Qualified Product List. Recommended Dry Film Thickness shall be as recommended by manufacturer and approved by Owner's Representative. Acceptable products and their manufacturers shall include the following:
    - a. Ply-Tile Epoxy Organic Zinc Rich Primer  
Manufactured by M.A.B Industrial Coatings  
Broomall, PA 19008
    - b. Dimetecote 9  
Ameron International  
Alpharetta, GA 30004
    - c. Metalhide 97-673 Series, 1001 Inorganic Zinc Rich Coating  
PPG Architectural Finishes, Inc.  
One PPG Place  
Pittsburgh, PA 15272
    - d. Zinc Clad III HS, Organic Zinc-Rich Epoxy Primer  
Sherwin-Williams Company  
[www.sherwin-williams.com](http://www.sherwin-williams.com)
    - e. MC Zinc  
Wasser High-Tech Coatings  
Kent, WA 98032
  2. Finish coating over primer shall be an aliphatic urethane coating. Recommended Dry Film Thickness shall be as recommended by manufacturer and approved by Owner's Representative. Acceptable products and their manufacturers shall include the following:
    - a. Ply-Thane 890 HS Coating  
Manufactured by M.A.B Industrial Coatings  
Broomall, PA 19008
    - b. Amercoat 450HS  
Ameron International  
Alpharetta, GA 30004
    - c. Pitthane II  
PPG Architectural Finishes, Inc.  
One PPG Place  
Pittsburgh, PA 15272
    - d. Acrolon 218 HS Acrylic Polyurethane  
Sherwin-Williams Company  
[www.sherwin-williams.com](http://www.sherwin-williams.com)
    - e. MC-Ferrox A  
Wasser High-Tech Coatings  
Kent, WA 98032

- C. **SHOP PAINTING:** Surfaces of metal fabrications for bollards shall be Shop-Painted only. Comply with requirements of SSPC-PAL for shop painting.
1. **Application:** Apply two coats of shop coat to prepared surfaces achieving the minimum dry film thickness recommended by paint manufacturer. Apply in accordance with manufacturer's recommendations. Apply a smooth uniform coat, free of runs, sags, dry spray or other film defects.
  2. **Touch-up and Repair:** Touch-up or repair any film defects, bare, abraded or otherwise damaged areas in the shop coat. Perform all touch-ups and repairs before shop coat becomes weathered or salts form on the surface. Prepare exposed steel or any areas showing signs of rust by method specified and recoat to meet this Specification.
- D. **CONCRETE INFILL:** Provide concrete consisting of Type 1 Portland cement complying with ASTM C150, aggregates complying with ASTM C33 and clean water. Mix materials to obtain concrete complying with ASTM C94 with a minimum 28 day compressive strength of 3000 psi, 2-3" slump, and 5% entrained air. Maximum water-cement ratio by weight shall be 0.46 for air entrained concrete.
1. Coarse aggregate shall be no larger than 25 mm diameter, and together with fine aggregate, shall comply with ASTM C-33.
- 2.5 **METAL EDGING:** shall be the Proslide Landscape Edging provided by Permaloc Corporation, 13505 Barry Street, Holland, Michigan 49424, tel: 800.356.9660, or approved equal. The edging shall be aluminum, 3/16" x 4" with heavy duty 12" metal stakes. Color shall be as determined by Owner's Representative.
- 2.6 **MISCELLANEOUS MATERIALS**
- A. **CONCRETE FOR FOOTINGS** shall conform to ASTM C94 using 3/4 inch maximum size aggregate and have a minimum compressive strength of 3,000 psi at 28 days.
- B. **GROUT** for use at expansion anchors shall be a non-staining, non-shrink cement grout conforming to ASTM C-827. Grout shall contain no metals. Grout shall be chosen from one of the following:
1. Five Star Grout, as manufactured by: U.S. Grout Corporation, 401 Stillson Road, Fairfield CT 06430, tel: 800-243-2206.
  2. Sika Grout 212, as manufactured by: Sika Corporation, 201 Polito Avenue, Lyndhurst NJ 07071, tel: 201-933-8800.
  3. Harris Construction Grout, as manufactured by: A.H. Harris & Sons Inc. 10 West Mill Street, Medfield MA 02052, tel: 508-359-7321.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF SITE IMPROVEMENTS - GENERAL

- A. Assemble and install site improvements in accordance with the Drawings and manufacturer's written instructions as required.
- B. Fasten items securely together by anchoring and fastening as shown and as required by recognized standards. Make tight connections between members. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- C. Coordinate casting of supports into concrete.
- D. Install grout and sealants in strict accordance with manufacturer's written instructions.

- E. Repair damaged surfaces and finishes after completion of installation, or replace damaged members as directed where damage is beyond satisfactory repair. Using manufacturer's specified paint, touch up any nicks or scrapes on site furnishings.
- F. Perform all excavation of every description and through whatever materials encountered to the depths indicated on the Drawings. In all other respects excavation shall conform to the requirements of Section 31 00 00 – EARTHWORK, of these Specifications.
- G. Perform all work by workmen skilled and experienced in the trade in a neat and clean fashion. Install all work in accordance with the Drawings in straight and true lines, plumb and true to line and grade. Fasten items securely together.

### 3.2 INSTALLATION OF PLAY EQUIPMENT

- A. Equipment installation:
  - 1. Assemble and install play equipment in accordance with the manufacturer's shop drawings and specifications except as modified herein. Set apparatus and equipment plumb, level and square to paving unless otherwise shown on the Drawings. Firmly secure apparatus and equipment in place.
  - 2. Prior to installation and erection, the Contractor shall stake out the location of the playground equipment for review and approval by the Owner's Representative.
  - 3. Erection of play equipment: Set support posts square and plumb and bolted to steel sill plates that lay on top of prepared subgrade or pavement as shown in the Drawings. Set sill plates level and to the grades required to assure level installation of platforms and components. Field welding of posts to sill plates shall not be permitted.
  - 4. Set equipment plumb, level and square to paving unless otherwise shown on the Drawings. Firmly secure apparatus and equipment in place. Make all fastenings as shown on the drawings and securely tightened. All work shall be done so that no hazardous projections exist on the finished work. Firmly secure apparatus and equipment in place.
  - 5. Coordinate casting of supports into concrete. All concrete foundations shall be poured to a frost depth of 4' minimum.

### 3.3 INSTALLATION OF BENCHES

- A. Contractor shall clean existing bench posts and bench slats of all dirt and grime prior to installation.
- B. Benches shall be installed in straight lines, plumb and level. Bench posts shall be installed in concrete bases according to the Drawings, and this Section.

### 3.4 INSTALLATION OF BIKE POSTS

- A. Contractor shall clean existing bike posts of all dirt and grime prior to installation.
- B. Bike Posts shall be installed plumb when viewed from all directions. Bike posts shall be surface mounted on concrete paving according to the Drawings, and this Section.

### 3.5 PAINT FINISHES

- A. SURFACE PREPARATION OF BARE STEEL ITEMS
  - 1. Prior to abrasive blast cleaning, all rough surfaces shall be ground smooth. Flame cut edges shall be ground over their entire surface regardless of appearance such that any hardened surface layer is removed, and subsequent abrasive blast cleaning produces the specified surface profile depth. All steel surfaces shall then be solvent cleaned in accordance with SSPC-SP1 - "Solvent Cleaning" before being blast cleaned.

- a. Clean and prepare surfaces to be painted in accordance with the paint manufacturer's instructions for each particular substrate condition and as specified. Clean surfaces free of all dust, dirt, oil, wax, efflorescence and any other surface contaminants which may adversely affect adhesion, penetration or appearance. Detergent wash if necessary to remove dirt, dust and foreign matter. Remove white rust by hand or power brushing.
2. No surface preparation or coating shall be done when the relative humidity is at or above 80 percent or when the surface temperature of the steel is less than 5 degrees Fahrenheit above the dewpoint temperature as determined by a surface thermometer and an electric or sling psychrometer.
3. PROTECTION: Exercise great care not to deface adjacent work. Cover or otherwise protect surfaces not being painted concurrently or not to be painted and the finished work of other trades. Remove protective covering, masking tape, etc., when painting of surfaces or items is completed.

#### B. EXAMINATION

1. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.
  - a. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
  - b. Apply primer to test area. Allow primer to dry at least 7 days before testing. If adhesion is poor, brush off blast clean in accordance with the requirements of SSPC-SP7.

#### C. PAINT APPLICATION

1. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being used.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration.
  - a. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
  - b. Comply with the recommendation of the material manufacturer for drying time between succeeding coats.
  - c. Successive coats of paint shall differ sufficiently in shade so as to be readily distinguishable.

#### D. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.

1. Measure dry film thickness using magnetic film thickness gauge in accordance with SSPC-PA2.

### 3.6 INSTALLATION OF CONCRETE FILLED STEEL BOLLARD

- A. General: Steel Pipe shall be finished according to this Section 32 30 00 - SITE IMPROVEMENTS.
- B. Pipe Bollard shall be filled compactly with concrete. Concrete shall be vibrated after filling according to ACI 318.
- C. After filling, the concrete at the top of the bollard shall be cleanly rounded off at a 2" radius using a magnesium float and smoothly finished with a sheet of 4- or 6-mil plastic. Any spilled concrete on the surface of the pipe exterior and surrounding pavement shall be thoroughly cleaned off.
- D. Minor imperfections in the finish paint shall be touched-up in the field in accordance with paint manufacturer's instructions. Concrete at top of bollard shall be painted to match the color on the surface of the bollard.
- E. Bollard shall be installed plumb in a concrete footing true to line and grade from all directions.

### 3.7 INSTALLATION OF METAL EDGING

- A. Edging shall be installed in straight lines, plumb and true to line and grade. Stake edging with heavy duty stakes provided by manufacturer. Stakes shall be driven firmly into subgrade below.

### 3.8 CONCRETE FOOTINGS

- A. EXCAVATION: Drill holes for post footings in firm, undisturbed or compacted soil of diameters and spacing shown. If not shown on the Drawings, excavate holes at least 4 times the diameter of the post unless greater dimension is recommended by play equipment manufacturer. Unless otherwise indicated on Drawings, excavate hole depths approximately 3" lower than the post bottom, with bottom of footings set not less than 48" below the surface when in firm, undisturbed soil. Excavate deeper as required for adequate support in soft and loose soils and for posts with heavy lateral loads. Remove excess excavated material from the site.
- B. SETTING POSTS: Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete. Center and align posts in holes prior to placing concrete. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for horizontal, vertical and top alignment, and hold in position during placement and finishing operations. Posts shall be plumb from all directions.
  - 1. Trowel finish tops of footings, and slope or dome to direct water away from posts. Keep top of concrete 12" below finish grade. Set keeps, stops, sleeves and other accessories into concrete as required. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
- C. CONCRETE STRENGTH: Allow concrete to attain at least 75% of its minimum 28 day compressive strength, but in no case sooner than 7 days after placement, before additional weight is installed.

### 3.9 CLEANING AND PROTECTION

- A. Remove all equipment, materials and debris caused by work of this Section and leave the site of the work in a clean condition insofar as this work is concerned.
- B. Touch up and restore finishes where damaged. Remove mortar or dirt from all surfaces.
- C. Protect work in progress and after completion. Keep the premises neat and clean at all times.
- D. Touch up damaged finishes according to manufacturer's instructions.



## PART 4 - COMPENSATION

### 4.1 MEASUREMENT AND PAYMENT

- A. Benches will each be measured as a unit and paid for at the Contract Unit Price per each, complete in place, including but not limited to all labor, material, equipment, excavating and backfill, gravel bases, concrete footings and compaction as necessary for installation. Any item of work not specifically listed but noted in the specifications or drawings relating to site improvements shall be included for payment under these items.
- B. The Concrete Filled Steel Bollard will be measured as a unit and paid for at the Contract Unit Price per each, complete in place, including but not limited to all labor, material, paint finish, equipment, excavating and backfill, gravel base, concrete footing, compaction, bollard, painting and concrete infill as necessary for installation. Any item of work not specifically listed but noted in the specifications or drawings relating to site improvements shall be included for payment under these items.
- C. Installation of Bike Posts will be measured as a unit and paid for at the Contract Unit Price per lump sum, complete in place, including but not limited to all labor, material, and equipment as necessary for installation. Any item of work not specifically listed but noted in the specifications or drawings relating to site improvements shall be included for payment under these items.
- D. Play Equipment 'A', 'B' and 'C' and Basketball Goal, Net and Post will be each be measured as a unit and paid for at the Contract Lump Sum price, complete in place, including but not limited to, all labor, material and equipment necessary for installation. Any item of work not specifically listed but noted in the specifications or drawings relating to site improvements shall be included for payment under these items.
- E. Related work including excavating and backfill, gravel bases, concrete footings and compaction shall be included and paid for as part of the Contract Price per each item in this Section.
- F. Metal Edging will be measured as a unit and paid for at the Contract Unit Price per linear foot, complete in place.

### 4.2 PAYMENT ITEMS

<b>Item 26</b>	<b>Install Existing Benches -</b>	<b>Each</b>
<b>Item 27</b>	<b>Install Existing Bike Posts -</b>	<b>Lump Sum</b>
<b>Item 28</b>	<b>Play Equipment 'A', 'B' and 'C' -</b>	<b>Lump Sum</b>
<b>Item 29</b>	<b>Basketball Goal, Net and Post -</b>	<b>Lump Sum</b>
<b>Item 30</b>	<b>Concrete Filled Steel Bollard -</b>	<b>Each</b>
<b>Item 31</b>	<b>Metal Edging -</b>	<b>Linear Foot</b>

END OF SECTION  
32 30 00

## SECTION 32 31 00 - FENCES AND GATES

<b>Item 32</b>	<b>4' ht. Vinyl Chain Link Fence -</b>	<b>Linear Foot</b>
<b>Item 33</b>	<b>10' ht. Vinyl Chain Link Fence -</b>	<b>Linear Foot</b>
<b>Item 34</b>	<b>4' ht. Vinyl Chain Link Double Gate -</b>	<b>Each</b>
<b>Item 35</b>	<b>7' ht. Vinyl Chain Link Single Gate and Transom -</b>	<b>Each</b>

### PART 1 - GENERAL

#### 1.1 REFERENCE

- A. Attention is directed to the printed form of the Contract, General Conditions, Supplementary General Conditions and Division 1 of which these specifications are hereby made a part.

#### 1.2 SCOPE OF WORK

- A. The work under this Section consists of furnishing and installing vinyl coated chain link fence fabric, hardware, gates and framework as shown on the Drawings and as specified herein including all labor, materials, and equipment necessary to finish the work complete in place.
- B. Work includes, but is not limited, to the following:
  - 1. Vinyl Chain Link Fencing and Gates

#### 1.3 RELATED WORK

- A. Section 02 41 13 - Selective Site Demolition
- B. Section 31 00 00 - Earthwork
- C. Section 32 10 00 - Bases, Ballasts, Paving and Curbing

#### 1.4 REFERENCES

- A. Applicable specifications and standards: Reference to the standards, specifications and tests of the following technical societies, organizations and governmental bodies is made herein:
  - 1. MassDOT: "Standard Specifications for Highways and Bridges", Massachusetts Highway Department, Commonwealth of Massachusetts, latest edition.
  - 2. All fencing shall conform to the specifications of the Chain Link Fence Manufacturer's Institute, and as specified herein.
  - 3. ASTM A90: Tests for Weight of Coating on Zinc Coated [Galvanized] Iron or Steel Articles.
  - 4. ASTM A123: Zinc [Hot Galvanized] Coatings on Products, Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strip.
  - 5. ASTM A370: Mechanical Testing of Steel Products.
  - 6. ASTM A392: Zinc Coated Steel Chain Link Fence Fabric.
  - 7. ASTM A570: Hot Rolled Sheet and Strip, Structural Quality
  - 8. ASTM D1499: Recommended Practice for Operating Light and Water Exposure Apparatus [Carbon Arc Type] for Exposure of Plastics.
  - 9. ASTM D1535: Specifying Color by the Munsell System.
  - 10. ASTM D1729: Visual Evaluation of Color Differences of Opaque Materials.
  - 11. ASTM F626: Fence Fittings.
  - 12. ASTM F900: Industrial and Commercial Swing Gates.
  - 13. ASTM F934: Colors for PVC Coated Chain Link Fence Materials.
  - 14. ASTM F1043: Specifications for Strength and Protective Coatings on Metal Industrial Chain Link Fence.



- 15. ASTM F1083: Pipe, Steel, Hot Dipped Zinc Coated [Galvanized] Welded, for Fence Structures.
- 16. ASTM F1234: Protective Coatings on Steel Framework for Industrial Fences.

## 1.5 QUALITY ASSURANCE

- A. Products: From a qualified manufacturer having a minimum of five years experience manufacturing PVC coated chain link fencing.
- B. Workmanship: Vinyl chain link fence fabric shall be produced by methods recognized as good commercial practices. The vinyl shall be plasticized and thoroughly compounded so there are no dispersed pigments, stabilizers or other discrete particles present. The PVC coating shall be evenly applied without voids and free of blisters. The PVC coated wire shall be woven into fabric without tears or cuts.
- C. All work shall be done by trained mechanics specializing in this type of work.

## 1.6 SUBMITTALS AND SAMPLES

### A. SHOP DRAWINGS

- 1. Submit shop drawings or catalog cuts of chain link fence, gates and details showing materials, height of fences, post spacing and sizes, dimensions of concrete footings, vertical spacing of rails, gate opening dimensions, gate and end post dimensions, gate latches and locks, line post and rail details, dimensions of fence fabric and wire gauge, wire and band-it ties, fabrication process, attachments, and anchoring to existing materials.
- B. Submit samples for all fence materials prior to the start of construction. One (1) sample approximately 6" long, or 6" square of fabric material, post, cap, and rail with ties, all connectors and typical accessories shall be submitted for approval. Review of fabric will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- C. CERTIFICATE OF COMPLIANCE: Notarized statement that fencing, gates and appurtenances conform to the specified requirements.

## 1.7 ACCEPTANCE OF INSTALLATION CONDITIONS

- A. The subcontractor shall be fully responsible to the Contractor for the proper execution and performance of the work described herein. It shall be his responsibility to inspect all installation conditions which may affect his work adversely. He shall report to the Contractor in writing, with a copy to the Owner's Representative if he so desires, any failure of the Contractor to provide suitable installation conditions. Commencement of any portion of work by this subcontractor will be considered as unqualified approval of installation conditions for that portion.

## PART 2 - MATERIALS

### 2.1 VINYL CHAIN LINK FABRIC

- A. Polyvinyl chloride plastic resin finish over galvanized steel wire, ASTM A116, Class I, shall be not less than 10 to 15 mils (0.015") thick. Color shall be selected by the Owner's Representative.
  - 1. Chain link fabric shall be in one piece fabric widths for fence heights up to 10'.
- B. Wire Size: Helically wound and woven to heights indicated on the drawings with a uniform 1 3/4" inch diamond mesh, with a core wire diameter of 0.148 inches (9 gauge), and a break load strength of 650 lbs. minimum.

- C. Color: ASTM F934. Color of Vinyl Chain Link Fabric shall be black.
- D. Knuckle top and bottom selvages.

## 2.2 POSTS, RAILS AND BRACES

- A. All fence pipe for posts, rails, braces and appurtenances shall be vinyl clad, round, seamless, cold-formed, hot dip galvanized steel, Schedule 40 pipe conforming to ASTM A53, or approved equal.
  - 1. Pipe shall be hot dip galvanized steel meeting ASTM A120 with a minimum average 1.8 oz/square foot of coated surface area.
  - 2. All structural shapes shall be vinyl coated with a minimum 15 mils thick coating of plasticized polyvinyl chloride applied by fusion method over a thermoset plastic bonding agent. The bond shall exhibit equal or greater strength than cohesive strength of the vinyl. All cut ends shall be coated with vinyl at a minimum 15 mils thick of thermally fused PVC in color to match fabric. The color shall black.
- B. END, LINE AND CORNER POSTS
  - 1. CORNER AND END POSTS up to 6' height shall be of the minimum sizes and weights:
    - a. 2.375" OD pipe weighing 3.65 pounds per linear foot, except as shown on Drawings.
  - 2. CORNER AND END POSTS over 6' and up to 10' fabric height shall be of the minimum sizes and weights:
    - a. 4" OD pipe weighing 9.11 pounds per linear foot.
  - 3. LINE POSTS up to 6' height shall be of the minimum sizes and weights:
    - a. 1.90" OD pipe weighing 2.70 pounds per linear foot.
  - 4. LINE POSTS over 6' and up to 10' fabric height shall be of the minimum sizes and weights:
    - a. 2.375" OD pipe weighing 3.65 pounds per linear foot.
- C. TOP, MIDDLE AND BOTTOM RAILS: 1.660" OD pipe weighing 2.27 pounds per linear foot. Furnish in manufacturer's longest lengths, with expansion type couplings, approximately 6" long, for each joint. One coupling in every 5 couplings shall have an expansion spring. Provide means for attaching the top rail securely to each gate, corner, pull and end post. Top rail shall form a continuous brace from end to end of each run of fence.

## 2.3 FENCE ACCESSORIES

- A. All fence accessory shapes shall be vinyl coated with a 7 mil minimum thick coating of plasticized polyvinyl-chloride applied by fusion method over a thermoset plastic bonding agent. The bond shall exhibit equal or greater strength than cohesive strength of the vinyl. All cut ends shall be coated with vinyl. The color shall be black or green and chosen by Owner's Representative.
- B. POST TOPS shall be pressed steel designed as a weathertight closure cap (for tubular posts). Furnish and install one (1) pass-through looped cap for each line post, and one (1) acorn style cap for each end or corner post. Furnish caps with openings to permit through passage of the top rail.
- C. STRETCHER BARS shall be in one piece lengths equal to the full height of the fabric, with minimum cross section of 3/16" x 3/4". Provide one (1) stretcher bar for each gate and end post, and 2 for each corner and pull post.

- D. STRETCHER BAR BANDS shall be heavy pressed steel, wrought iron or malleable iron with a minimum cross-section of 1/8" x 3/4". Bands may also be used with special fittings for securing rails to end, corner, pull and gate posts.
- E. HOOK TIES shall be minimum 6 gauge aluminum.
- F. NUTS AND BOLTS shall be hot dipped galvanized. Provide PVC paint to coat nuts and bolts to match color of fabric.
- G. CEMENT CONCRETE for post footings and concrete pad at drop rod shall conform to ASTM C94 using 3/4 inch maximum size aggregate and have a minimum compressive strength of 3,000 psi at 28 days. Concrete shall be Class D air entrained Portland cement concrete with a 1 to 3" slump.

## 2.4 GATES

### A. GENERAL

1. Size of gate opening shall be measured from the inside face to inside face of gate posts.
2. Accessories shall be of the same materials as specified for the fence.
3. Hinges shall be industrial quality and structurally capable of supporting gate leaf and allow for opening and closing without binding. Hinges shall be capable of withstanding 500 pounds of downward pull at the outermost end of the gate without failure. Provide non-lift-off type hinges, offset to permit 180 degree gate opening as shown on the Drawings. Acceptable construction shall consist of consideration of opening direction and approved grade clearance.
4. Provide one pair of thermal fusion bonded PVC hinges per pedestrian gate of size to suit gate size, non-liftoff-type, which is offset to provide 180-degree gate opening.
5. Pedestrian gate shall be 7'-0" height with a 3' height transom.
6. For Double Leaf Swing Gate, provide a gate latch which operates like a drop rod or plunger bar arranged to engage the gate stop. Construct the locking device so that the center drop rod or plunger bar cannot be raised when the gate is locked. Set in concrete to engage the center drop rod. Furnish a latching device with provision for a padlock. Furnish gate stops for all double gates. Drop rod or plunger bar shall include a stop plate or weld to prevent rod from being removed completely from the gate. Top and bottom rails of gate shall match the elevations of top and bottom rail of adjacent fences.
7. Drop rods shall be installed at one (1) each per gate.
8. Furnish keepers for each gate leaf.
9. All gate posts, frames and appurtenances shall be PVC coated, and in conformance with ASTM F900.
10. Furnish posts for each gate to be locked in the open position as approved by the Owner's Representative.
11. Provide lockable latch, which shall be thermal fusion bonded PVC galvanized steel.
12. All hardware shall be vandal proof.

### B. Gates up to and including 7'-0" height opening overall:

1. Posts two (2) per gate shall be 3" OD pipe weighing 5.79 pounds per linear foot.
2. Gate Latch, hinges and all hardware shall conform to the ATMS's specified.
3. Each gate frame shall be one continuous welded round tubular galvanized steel unit, 2" OD pipe, furnished with horizontal interior member and constructed so that the outer members shall not sag in excess of one (1) percent of the gate leaf width.
4. Gate fabric shall be the same as used for the adjacent fence fabric.

### C. GATE FRAMES shall be fabricated from tubular members. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Each gate frame shall be one continuous welded round tubular galvanized steel unit as follows:

1. Up to and including leaf width 4' or less:
  - a. 1.660" OD pipe weighing 1.80 pounds per linear foot.
3. Gate fabric shall be the same as used for the adjacent fencing fabric.

4. Assemble gate frames by welding or with special malleable or pressed steel fittings and rivets for rigid connections. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach stretchers to gate frame at no more than 15" oc. Attach hardware with rivets or by other means which will provide security against removal or breakage.
5. Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates where necessary to ensure frame rigidity without sag or twist.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Do not begin fence installation and erection before the final grading is completed, with finish grades established, unless otherwise permitted.
- B. Ensure property lines and legal boundaries of work are clearly established.

### 3.2 CONCRETE FOOTINGS FOR FENCE POSTS

- A. GENERAL: Install fence posts prior to paving.
- B. FOOTING EXCAVATION: Drill holes for post footings in firm, undisturbed or compacted soil of diameters and spacings shown. Excavate holes to the minimum diameters as recommended by fence manufacturer, or at least 3 times the diameter of the post. Excavate hole depths approximately 6" lower than the post bottom, with bottom of posts set not less than 48" below the surface when in firm, undisturbed soil. Remove excess excavated material from the site. Where ledge is encountered, the Contractor shall notify the Owner's Representative to determine method of installation.
- C. SETTING POSTS: Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete. Center and align posts in holes 3" below bottom of excavation. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for horizontal, vertical and top alignment, and hold in position during placement and finishing operations.
  1. Trowel finish tops of footings, and slope or dome to direct water away from posts. Keep top of concrete 6" below finish grade. Set keeps, stops, sleeves and other accessories into concrete as required. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
- D. CONCRETE STRENGTH: Allow concrete to attain at least 75% of its minimum 28 day compressive strength, but in no case sooner than 7 days after placement, before additional weight is installed.

### 3.3 FENCE ERECTION

- A. Install fencing in accordance with ASTM F567 and manufacturer's instructions except as herein modified, and to the lines and grades indicated on the Drawings.
- B. TOP AND BOTTOM RAILS: Run top rail continuously through post caps or extension arms. Bend rails to radius for curved runs. Provide sleeves for top rails for rigid connections with expansion couplings as recommended by fencing manufacturer. Firmly attach bottom rails with fittings and accessories.
- C. TENSION WIRE: Install tension wires by weaving through the fabric and tying to each post with not less than 6 gauge galvanized wire or clips. Install tension wires before stretching fabric.

- D. **FABRIC:** Leave approximately 2" between finish grade and bottom selvage, except where bottom of fabric extends into concrete. Pull fabric taut and tie to posts, rails and tension wires. Install fabric on street side of fence and anchor to framework so that fabric remains in tension after pulling force is released.
1. Repair damaged coatings in the shop or during field erection by recoating with manufacturer's recommended repair compound. Apply in accordance with the manufacturer's directions.
  2. The fabric shall be installed on the "public" side of the fence.
  3. All fabric shall be aligned so that the top row of the fabric mesh is tied to the top rail, and so that the bottom selvage of fabric mesh stands one and one-half (1 ½) inches above the finish grade of the adjacent materials grade and that the bottom row of the fabric mesh is tied to the bottom rail.
  4. Fabric shall be properly stretched and securely fastened to the posts and rails, and between posts. The top and bottom of the fabric shall be fastened to the horizontal braces as herein specified, and approved by the Owner's Representative.
  5. The fabric shall be fastened to the end and corner posts with tension bars and stretcher bar bands spaced at 15" oc intervals.
- E. **STRETCHER BARS:** Thread through or clamp to fabric at 4" oc, and secure to end, corner, pull and gate posts with stretcher bars spaced at not more than 15" oc.
- F. **GATE POST INSTALLATION:** Install gate posts plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary. No sag or twist will be allowed in gates.
- G. **TIE WIRES:** Use aluminum hook ties, conforming to the diameter of pipe to which attached, clasp pipe and fabric firmly with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing. Place tie wires at 15" OC minimum.
- H. **FASTENERS:** Install nuts for tension band and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

### 3.4 GATE FABRICATION AND INSTALLATION

- A. The gate shall be fabricated in close conformity to the lines and grades shown on the Drawings. Welds shall be continuous fillet welds along all exposed joints. Electrodes E60XX and the shielded metal-arc process shall be used. All welding shall conform to the requirements of the latest AWS Specifications.
- B. After fabrication is completed, all rough edges shall be buffed to a rounded finish, all oil and grease film shall be removed, and all steel shall be cold galvanized with 1.5 mils thickness coating.
- C. Excavation for post footings shall closely follow the lines and grades shown on the drawings, and the concrete shall be mixed and placed to conform to the Drawings.
- D. The terminal post and the hinge post shall be set plumb to the height called for on the Drawings. Attention is drawn to the importance of plumbness and proper height. Proper positioning of the posts is crucial to the free movement of the gate, and the Contractor will be responsible for resetting the posts at no extra charge if the gate does not swing freely or binds in any way.
- E. Gates must be properly braced to eliminate any possible sagging condition. All gates shall be equipped with a positive type industrial heavy-duty latching device with a means for padlocking.

### 3.5 CLEANING

- A. Remove all equipment, materials and debris caused by work of this Section and leave the work site in a clean condition insofar as this work is concerned.
- B. Rectify any damage to adjacent work caused by these operations. Patch and make like new all disturbed related and adjacent materials including pavements, plantings, etc.

## PART 4 - COMPENSATION

### 4.1 METHOD OF MEASUREMENT

- A. 4' ht. Vinyl Chain Link Fence will be measured as a unit and paid for at the Contract Unit Price per Linear Foot.
- B. 10' ht. Vinyl Chain Link Fence will be measured as a unit and paid for at the Contract Unit Price per Linear Foot.
- C. 4' ht. Vinyl Chain Link Double Gate will be measured as a unit and paid for at the Contract Unit Price per Each.
- D. 7' ht. Vinyl Chain Link Single Gate and 3' ht. Transom will be measured as a unit and paid for at the Contract Unit Price per Each.
- E. Related work including excavating and backfill, gravel bases, concrete footings and compaction shall be included and paid for as part of the Contract Unit Price per each item in this Section.

### 4.2 BASIS OF PAYMENT

- A. The Contractor will be paid the contract unit price per linear foot for the 4' ht. Vinyl Chain Link Fence, complete in place, including the footing excavation, disposal of all undesirable materials, pouring of concrete footings and installation of fence posts and fabric. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner's Representative and as specified herein.
- B. The Contractor will be paid the contract unit price per linear foot for the 10' ht. Vinyl Chain Link Fence, complete in place, including the footing excavation, disposal of all undesirable materials, pouring of concrete footings and installation of fence posts and fabric. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner's Representative and as specified herein.
- C. The Contractor will be paid the contract unit price per each for the 4' ht. Vinyl Chain Link Double Gate, complete in place, including the dense graded crushed stone and for the excavation and the disposal of all undesirable materials. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner's Representative and as specified herein.
- D. The Contractor will be paid the contract unit price per each for the 7' ht. Vinyl Chain Link Single Gate and 3' ht. Transom, complete in place, including the dense graded crushed stone and for the excavation and the disposal of all undesirable materials. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Owner's Representative and as specified herein.

#### 4.3 PAYMENT ITEMS

<b>Item 32</b>	<b>4' ht. Vinyl Chain Link Fence -</b>	<b>Linear Foot</b>
<b>Item 33</b>	<b>10' ht. Vinyl Chain Link Fence -</b>	<b>Linear Foot</b>
<b>Item 34</b>	<b>4' ht. Vinyl Chain Link Double Gate -</b>	<b>Each</b>
<b>Item 35</b>	<b>7' ht. Vinyl Chain Link Single Gate and Transom -</b>	<b>Each</b>

END OF SECTION

32 31 00



## SECTION 32 90 00 – LAWNS AND PLANTING

<b>Item 36</b>	<b>Topsoil Spread and Fine Graded from Stockpile-</b>	<b>Cubic Yard</b>
<b>Item 37</b>	<b>Topsoil Delivered, Spread, and Fine Graded -</b>	<b>Cubic Yard</b>
<b>Item 38</b>	<b>Planting Soil Furnished and Spread -</b>	<b>Cubic Yard</b>
<b>Item 39</b>	<b>Seeded Lawns -</b>	<b>Square Foot</b>
<b>Item 40</b>	<b>Mulch -</b>	<b>Cubic Yard</b>
<b>Item 41</b>	<b>Syringa reticulata ‘Ivory Silk’ -</b>	<b>Each</b>
<b>Item 42</b>	<b>Ginkgo biloba ‘Autumn Gold’ -</b>	<b>Each</b>
<b>Item 43</b>	<b>Ulmus parviflora ‘Athena’ -</b>	<b>Each</b>
<b>Item 44</b>	<b>Alternate No. 1 - Red Oak -</b>	<b>Each</b>
<b>Item 45</b>	<b>Alternate No. 2 - Red Oak -</b>	<b>Each</b>
<b>Item 46</b>	<b>Alternate No. 3 - Shrub and Perennial Planting</b>	<b>Lump Sum</b>

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

- A. Preparation of final subgrades in lawns; spreading loam and planting soil; fine grading; seeding; mulching; planting; maintenance and guarantee.

### 1.2 RELATED WORK

- A. Section 02 41 13 - Selective Site Demolition
- B. Section 31 00 00 - Earthwork
- C. Section 32 10 00 - Base, Ballasts, Paving and Curbing

### 1.3 REFERENCES

- A. ASNS: "American Standard for Nursery Stock", American Association of Nurserymen, 1973 Edition.
- B. ASTM: American Society for Testing and Materials.
- C. Federal Specification JJJ-S-181b, Seeds, Agricultural.
- D. Federal Specification O-F-241c (1), Fertilizers, Mixed, Commercial.
- E. SPN: "Standardized Plant Names", American Joint Committee on Horticultural Nomenclature, 1942 Edition.
- F. SRA-156: U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act.

### 1.4 CERTIFICATES, INSPECTIONS, TESTS AND SUBMITTALS

- A. The existing topsoil stockpiled on site and the new loam imported to the project site shall each be given a complete soil analysis by a competent laboratory approved by the Owner's Representative. The analysis shall be in accordance with ASTM D422. The report of the analysis shall include recommendations for the kinds and quantities of soil amendments to be used. The cost of the laboratory tests shall be paid by the Contractor. Submit the report of the analysis to the Owner's Representative at least 30 days prior to delivery of topsoil to the site or use in the work.
  - 1. Mechanical and chemical (pH soluble salts) analysis shall be by a public extension service agency or a certified private testing laboratory in accordance with the current "Standards" of the Association of Official Agricultural Chemists.
  - 2. Soil Test Report shall include a mechanical sieve analysis with soil classification. Organic content and Cation Exchange Capacity (CEC) shall be reported. Chemical analysis shall include pH (1:1 soil-water ratio), buffer pH, Soluble Salts (1:2 soil-water ratio), Nitrate Nitrogen, Ammonium



Nitrogen, Phosphorus, Potassium, Calcium, Aluminum, Magnesium, Manganese, Ferric Iron and Sulfate.

3. Soil test report shall clearly recommend appropriate application of deficiencies and to adjust mechanically screened loam as necessary to support successful turf growth and to meet the requirements of mechanically screened loam as specified, herein.
- B. If requested, furnish Owner's Representative with duplicate copies of invoices for soil amendments used. Each lot shall be subject to sampling and testing at the discretion of the Owner's Representative.
  1. If and when bulk delivery and/or custom mixing of soil amendments is authorized, provide Owner's Representative with written notarized affidavit certifying the weight, analysis, name of manufacturer and warranty for each item.
- C. Submit manufacturer's certification of compliance to the Specifications for the seed mix prior to sowing seed. Furnish Owner's Representative with producer's test reports indicating the results of seed purity, germination tests and weed content dated within 9 months of sowing.
- D. Plants shall be subject to inspection and approval by the Owner's Representative at their place of growth, and upon delivery for conformity to specification requirements. Such approval shall not obviate the right of inspection and rejection during the progress of the work.
  1. Submit a written request to the Owner's Representative at least 10 calendar days prior to digging for inspection of plant materials at their place of growth. State in the written request the place of growth and quantity of plants to be inspected. The Owner's Representative reserves the right to refuse inspection at this time if, in his judgment, a sufficient quantity of plants are not available for inspection.
- E. Plants including seed shall comply with all applicable State and Federal laws in respect to inspection for plant diseases and infestation. Certificates of inspection shall accompany the invoice for each shipment as may be required by laws for transportation. File certificates with the Owner's Representative prior to acceptance of material. Inspection by State and Federal governments at place of growth does not preclude rejection of material at the site.
- F. Submit samples of the following materials in the quantities indicated for approval prior to use.
  1. Mulch for planting: 1/2 cubic foot.
- G. Additional tests of material as delivered may be required from time to time. Materials in question may not be used, pending test results. Remove rejected materials and replace with new, acceptable materials, whether in stockpiles or in place. Contractor shall pay all costs of testing regardless of results. Do not use materials being tested or retested until Owner's written approval has been obtained.
  1. Existing screened topsoil from stockpile and loam borrow: The Contractor shall provide representative samples to testing laboratory for testing and approval. Contractor shall have testing reports sent directly to the Owner's Representative and pay all costs. Report shall be submitted at least one month before any loaming is to be done.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver TOPSOIL to the site until soil analysis has been approved by the Landscape Architect. Do not deliver topsoil to the site in a frozen or muddy condition.
- B. Deliver all SOIL AMENDMENTS and WOOD CELLULOSE FIBER MULCH to the site in manufacturer's standard containers showing weight, analysis, name of manufacturer and warranty. Append a summary of this product information to each invoice. Store in a weatherproof storage place in such a manner that they will be kept dry and their effectiveness not impaired. Caked or otherwise damaged soil amendments shall be rejected.

- C. Deliver SEED in original sealed standard sized containers. Label all seed in accordance with State regulations and SRA-156. Store seed in such a manner that it will be protected from damage by heat, moisture, rodents or other causes. Seed which has become wet, moldy or otherwise damaged shall be rejected.

D. PLANT MATERIAL

1. Immediately before digging spray all plant material in full leaf with anti-transpirant, applying an adequate film over trunks, branches, twigs and foliage. Do not prune plants before delivery.
2. Dig, ball and burlap (B&B) plants with firm natural balls of earth of diameter not less than that recommended by ASNS, and of sufficient depth to include the fibrous and feeding roots. Dig balls for collected material at least 1/3 greater in diameter than above. Double burlap all plants which are 6 inches in caliper and larger.
3. Do not remove container grown material from containers until ready for planting.
4. Dig up and prepare plants for shipment in a manner that will not cause damage to branches, shape and future development of the plants after replanting. Cover all plant material while in transit.
5. Protect plants at all times from sun or drying winds. Keep plants that cannot be planted immediately upon delivery in the shade, well protected with soil, wet moss or other acceptable material and keep well watered. Plants shall not remain unplanted for longer than 3 days after delivery.
6. Do not bind plants with wire or rope at any time so as to damage the bark or break branches. Lift and handle plants from the bottom of ball only. Plants with cracked or broken balls before or during planting operations shall be rejected.

1.6 QUALIFICATIONS

- A. The lawn installation and planting shall be performed by personnel familiar with the accepted procedure of lawn construction and planting and shall be under the constant supervision of a qualified foreman.

PART 2 – MATERIALS

2.1 TOPSOIL

- A. TOPSOIL for use in planting soil in plant beds and new lawns shall be provided by the Contractor from the on-site stockpile of screened topsoil and shall be free of any admixture of subsoil, stones larger than one (1) inch, clods of hard earth, plant roots, sticks or other extraneous materials. Should on-site stockpile prove to be inadequate for requirements of new lawns and planting, screened loam borrow shall be imported to the site. Topsoil and loam borrow shall be fertile, friable, natural loam capable of sustaining vigorous plant growth. Topsoil and loam borrow shall be a "sandy loam" or a "fine sandy loam" of uniform composition as determined by mechanical analysis and based on the USDA classification system. In addition it shall meet the requirements above as well as the following mechanical analysis:

<u>Sieve Size</u>	<u>% Retained</u>
1 inch	0
1/2 inch	0-3
No. 100	40-60

1. The clay content of the material passing U.S.S. No. 100 mesh shall not be greater than 60% as determined by the Bouyoucous Hydrometer or by the Decantation Method. The organic content

shall be 5% to 20% as determined by the Thomas Rapid Test Method or by loss on ignition on moisture free samples dried at 100 degrees C. The pH value shall be between pH 6.0 and pH 6.5. It shall contain no toxic materials. Soluble salts shall not be greater than 75 parts per million. Add soil amendments if required at no additional cost to the Owner.

## 2.2 SOIL AMENDMENTS

- A. GENERAL: All soil amendments shall conform to the standards of the Association of Agricultural Chemists and shall comply with State and Federal regulations.
- B. LIMESTONE, if required, shall be free flowing Agricultural Grade Dolomitic Limestone ground to such fineness that 50% will pass a 100 mesh sieve and 98% will pass a 20 mesh sieve. Limestone shall contain at least 50% total oxides and not less than 85% total carbonates.
- C. ALUMINUM SULFATE, if required, shall be unadulterated commercial grade.
- D. GYPSUM, if required, shall be unadulterated commercial grade Calcium Sulfate.
- E. COMMERCIAL FERTILIZER shall be a complete fertilizer, uniform in composition and free flowing. At least 50% of the Nitrogen shall be derived from natural or synthetic organic sources. Available Phosphoric Acid shall be from superphosphate, bone or tankage. Potash shall be derived from Muriate of Potash containing at least 60% Potash. Percentages of Nitrogen, Available Phosphoric Acid and Water-soluble Potash in the fertilizer mix shall be based on laboratory test recommendations as approved by the Owner's Representative.
  - 1. Superphosphate shall be that product resulting from treating finely ground phosphate rock with sulfuric acid and as commonly used for agricultural purposes containing 20% available phosphoric acid.
- F. BONEMEAL shall be finely ground commercial raw bonemeal with 4% minimum Nitrogen and 20% minimum Phosphoric Acid.
- G. ORGANIC COMPOST shall be mature leaf compost, mature composted animal manure, other aged, composted vegetable materials that meet the requirements of the EPA and the State of Massachusetts for intended use. Raw (uncomposted or unprocessed) organic matter shall not be accepted.
  - 1. Peat moss or other material the harvesting of which depletes natural wetlands shall not be used.
  - 2. Organic material shall contain no bulking agents, such as visible, uncomposted wood chips, and be free from hard lumps. It may be shredded or granular in form. No plastic shall be present. The material shall be free of noxious odor. Organic compost shall be tested for % organics, carbon: nitrogen ratio, ammonium nitrate, moisture content, pH, and sieve analysis and test results shall be submitted for review before use may be approved as a soil component.
  - 3. Manure shall be well rotted, unleached cattle manure, free of harmful chemicals and other injurious substances. Manure shall be free of sawdust and refuse of any kind and shall not contain more than 25% straw, shavings, leaves or other organic material. Manure shall not be aged more than 2 years or less than 9 months.
- H. MYCORRHIZAL FUNGI shall be 'PHC Plant Saver 4-7-4' manufactured by Lebanon Turf, 1600 E. Cumberland St., Lebanon, PA 17042, tel: 1-800-233-0628.

## 2.3 PLANTING SOIL

- A. PLANTING SOIL shall consist of 8 parts topsoil, 3 parts organic compost and 1 part manure by volume. It shall have a pH value between 6.0 and 6.5.

B. PREMIX PLANTING SOIL including topsoil, organic compost and all necessary soil amendments prior to delivery to the site.

1. Planting soil shall be "loamy sand" as determined by mechanical analysis (ASTM D-422) and based on the USDA Classification system, conforming to the following grain size distribution:

<u>US Sieve No.</u>	<u>Percent Passing By Weight</u>	
	Maximum	Minimum
4	100	100
10	95	90
40	85	60
100	60	38
200	35	22
0.002 mm	5	0

2. Planting soil components shall be thoroughly mixed together in approved ratios that match final, approved soil test results. Maximum grain size of any soil material shall be 2" as the largest dimension. The maximum retained on the one-quarter inch sieve shall be 20 percent by weight of total sample. Test shall be by combined hydrometer and wet sieving in compliance with ASTM 0422 after destruction of organic matter by ignition.
3. Planting soil as amended and proposed for use shall contain between 6 and 7% organic matter by weight as determined by the loss on ignition of samples that have been oven-dried to a constant weight at a temperature of 105 degrees C.
4. The acidity range of planting soil shall be 5.5 to 7.0 pH.
5. Planting soil shall be screened and free of plants and roots, clay lumps, stones or debris 2 inches or larger in any dimension prior to delivery to site as required to meet specifications and approval of the Owner's Representative.
6. Soluble salt content shall be less than 640 ppm.
7. Carbon: nitrogen ratio shall be between 10 and 20.
8. Nutrient content of prepared planting soil shall be within the following ranges, measured in ppm.

Boron	Aluminum	40 -400	Iron	3-20
	Ammonium	6 -24	Magnesium	20-150
	under 0.3	Manganese	3-15	
	Cadmium under 0.2	Molybdenum	0-15	
Cadmium	Calcium	300-1600	Nitrate	30-235
	Copper	under 1	Phosphorus	3-18
			Potassium	25-110
			Zinc	3-70

Levels of toxic elements and compounds in planting soil borrow proposed for use, including all additives shall not exceed the following levels:

<u>SUBSTANCE</u>	<u>TOTAL CONCENTRATION</u> (mg/kg dry weight)
Arsenic	30
Cadmium	5
Chromium	250
Cobalt	50
Copper	100
Lead	150
Mercury	2
Molybdenum	40
Nickel	100
Selenium	36

## 2.4 ANTI-TRANSPIRANT

- A. ANTI-TRANSPIRANT shall be suitable for spray application which upon drying shall produce a gas permeable, but water retarding, colorless film, having a moisture vapor transmission value of not more than 2.5 in accordance with ASTM E96. It shall be equal to "Wilt Pruf" by Nursery Specialty Products, Inc., Greenwich Conn. Apply in accordance with manufacturer's instructions.

## 2.5 GRASS SEED

- A. GRASS SEED FOR LAWNS: shall be the 'Cover All' Seed Mix, available at Allens Seed, Exeter, RI, tel: 800-527-3898, or approved equal. Apply seed at 5-8 pounds per 1,000 square feet minimum. Grass seed shall be fresh, clean, dry, new crop seed which meets the standards of SRA-156.
1. Mix contains: 25% Improved Perennial Rye, 25% Creeping Red Fescue, 25% Improved Annual Rye, 18.5% Turf Type Tall Fescue, 5% Kentucky Bluegrass 98/85, .5% Colonial Bentgrass, 1% Red Top.
  2. Weed seed shall not exceed 0.5% by weight.
  3. If special conditions exist which may warrant a variance in the above seed mixture, submit a written request to the Owner's Representative stating conditions and proposed variance. Permission will be given if, in the opinion of the Owner's Representative, the variance is warranted.

## 2.6 MULCH FOR SEEDED AREAS

- A. MULCH for seeded areas shall be natural and suited to horticultural use. It shall not contain lumps, roots or other foreign matter over one (1) inch in diameter. It shall be free from noxious weeds, seeds and other elements harmful to lawns. Mulch shall be subject to inspection and approval by the Owner's Representative at the source and upon delivery. Mulch shall not contain more than 35% moisture by weight. Mulch shall be one of the following at the Contractor's option:
1. Hay: Mowed and properly cured grass, clover or other acceptable plants. Salt hay is not acceptable.
  2. Straw: Stalks or stems of grain after threshing.

## 2.7 MULCH FOR HYDROSEEDDED AREAS

- A. MULCH for hydroseeded areas shall be Wood Cellulose Fiber Mulch. It shall be fiber processed from whole wood chips and clean recycled newsprint in a 1:1 proportion manufactured specifically for standard hydraulic mulching equipment. Fiber shall not be produced from recycled material such as sawdust, paper or cardboard. Mulch shall be chosen from one of the following: "Conwed Fibers Cellulose with Tack: by Profile Products LLC, 750 Lake Cook Rd., Suite 440, Buffalo Grove, IL 60089; "Silva-Fiber Mulch" by Weyerhaeuser Company, Tacoma, Washington; or approved equal.

## 2.8 PLANT MATERIALS

- A. PLANTS shall be of specimen quality, exceptionally heavy plants so trained or favored in development and appearance so as to be unquestionably and outstandingly superior in form, number of branches, compactness and symmetry.
1. Plants shall be nursery grown in accordance with good horticultural practices, unless specifically authorized to be collected, and grown under climatic conditions similar to those in the locality of the project for at least two years. They shall have been root pruned within the past two years.
  2. Plants shall be freshly dug at time of delivery. No heeled-in plants or plants from cold storage will be accepted.

3. Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae and shall have healthy, well developed fibrous root systems. They shall be free from physical damage or adverse conditions that would prevent thriving with the specified result.
4. Plants shall be true to species and variety and shall conform to the measurements specified in the Plant List except that plants larger than specified may be used without an increase in Contract price if approved by the Owner's Representative. Substitutions of plant materials will not be permitted unless authorized in writing by the Owner's Representative.
5. Plants shall be measured when branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip.
6. The measurements specified are the minimum size acceptable and are the measurements after pruning where pruning is required.
7. Plants that meet the measurements specified, but do not possess a normal balance between height and spread shall be rejected. Thin, poorly branched or sparsely rooted plants will be rejected, regardless of whether they meet the minimum technical requirements of ASNS.
8. In case of any discrepancy between the Plant List and the Planting Plan, the Planting Plan will govern.

## 2.9 MULCH FOR PLANT BEDS

- A. MULCH for planting shall be shredded pine bark, passing a one inch square mesh and retained on a 1/8 inch square mesh. Moisture content shall not exceed 35%. No dyed or rubber mulches shall be used.

## 2.10 WATER

- A. WATER shall be free of substances harmful to plant growth. It shall be provided by the Contractor. Furnish all necessary hose, hose connections and watering equipment.

# PART 3 - INSTALLATION

## 3.1 PREPARATION OF SITE

- A. After the subgrade in the new lawn and plant bed areas to be loamed have been brought to grade, and immediately prior to dumping and spreading the approved mechanically screened loam or topsoil, the subgrade shall be decompacted according to Section 310000, EARTHWORK of this Specification. Remove from loosened subsoil all stones greater than two inches and all debris or rubbish from the loosened subsoil. Such material shall be removed from the site.
  1. Regrade subgrade as necessary to a true smooth slope parallel to new finish grade and at the required depth. Grading shall also eliminate depressions and ridges.
  2. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls and elevations shown on the Drawings. Subgrade shall be inspected and approved by the Owner's Representative before the placing of topsoil.
- B. Mechanically screened topsoil from stockpile shall be placed and spread over approved lawn areas to a depth sufficiently greater than **six inches** so that after natural settlement and light rolling, the completed work will conform to the lines, grades, and elevations indicated. Supply additional loam, after testing and approval as may be needed, to provide the depths and finished grades specified under the Contract. Place topsoil only when it can be followed within a reasonable time by seeding operations. Mechanically remove any weed growth prior to seeding. Do not permit weed growth to go to seed.
- C. Disturbed areas outside the limit of seeding shall be spread with six inches of mechanically screened loam or mechanically screened topsoil to the finished grade.
- D. No subsoil or loam shall be handled in any way if it is in a wet or frozen condition.



- E. Sufficient grade stakes shall be set for checking the finished grades. Stakes must be set in the bottom of swales and at top of slopes. Grades shall be established which are accurate to one tenth of a foot either way. Connect contours and spot elevations with an even slope.
- F. After the approved mechanically screened topsoil has been spread, the seed bed shall be carefully prepared by hand raking. Stones, roots and other materials greater than 1" in diameter shall be removed.
- G. The entire surface shall then be rolled with a hand roller weighing not more than 100 pounds per foot of width. During the rolling, all depressions caused by settlements or rolling shall be filled with additional loam and the surface shall be regraded and rolled until it presents a smooth and even finish to the required grade.
- H. Contractor shall obtain Owner's written approval of fine grading and bed preparation before doing any seeding. No seeding shall take place until the Owner's Representative approves topsoil grade. All topsoil areas shall slope to drain. Correct finished surfaces to eliminate depressions holding water.

### 3.2 INCORPORATION OF SOIL ADDITIVES

- A. After the topsoil and imported loam have been spread and graded, apply soil amendments at the rate recommended in the topsoil analysis for each. Apply limestone at least 5 days prior to application of fertilizer. Apply commercial fertilizer within 10 days of seeding or planting. Spread organic compost at the rate of 4 cubic yards per 1,000 square feet.
- B. Thoroughly and evenly incorporate soil amendments into the soil to a depth of 4 inches by discing or other approved method. In areas inaccessible to power equipment, use hand tools. After the incorporation of soil amendments into the soil, fine grade the bed to remove all ridges and depressions, and clear the surface of all stones one inch or more in diameter and other debris. Remove excessive quantities of smaller stones as directed by the Owner's Representative. When tilling within the branch spread of trees scheduled to remain, do so in a manner which will cause minimum damage to root systems.
- C. Seeding or planting may be done immediately thereafter provided the bed has remained in a good friable condition and has not become muddy or hard. If it has become hard, till to a friable condition. Water dry soil to a depth of 4 inches 48 hours prior to seeding or planting.

### 3.3 SCHEDULE FOR SEEDING AND PLANTING

- A. The actual seeding of lawns and planting shall be done only during periods within the season which are normal for such work as determined by weather conditions and by accepted practice in this locality. At the option of, and on the responsibility of, the Contractor seeding of lawns and planting may be done under unseasonable conditions, or out of season, without additional compensation subject to the approval at the time of work and methods of operation by the Owner's Representative. Lawn maintenance will be the same as for normal planting. Plant guarantee periods remain as specified. No frozen ground planting will be allowed.
- B. Seeding and Planting shall be done within the following dates:
 

1. Shrubs and Trees:	Spring:	April 15 to June 1
	Fall:	Oct. 1 to Dec. 1
2. Perennials	Spring:	April 15 to June 1
	Fall:	Sept. 1 to Oct. 30
3. Lawns	Spring:	April 15 to May 15
	Fall:	August 15 to Oct. 1

### 3.4 SEEDING

- A. Fine grade and seed the areas as indicated on the Drawings within the limit of work not covered by structures, paving and all areas disturbed by construction inside and outside the limit of work. Contractor shall employ an approved method of sowing seed with use of an approved mechanical power seeder, mechanical hand seeder, hydroseeding or other approved method.
- B. Broadcast seeding: Broadcast seed either by hand or with other approved sowing or hydraulic seeding equipment at the specified rate. Distribute seeds uniformly over designated areas. Sow half the seed with the sower moving in one direction and the remainder with the sower moving at right angles to the first sowing. Do not broadcast seed when wind velocity exceeds 15 mph. Use hay or straw mulch with other seeding methods at a rate of one and one half tons per acre.
- C. Hydroseeding of new lawn areas shall be as follows:
  - 1. Prior to the start of work, furnish a certified statement as to the number of pounds of materials to be used per 100 gallons of water. This statement shall also specify the number of square feet of hydroseeding that can be covered with the quantity of solution in the hydroseeder.
  - 2. Hydroseed with wood cellulose fiber mulch at a rate of 46 pounds per 1,000 square feet or 2000 pounds per acre.
  - 3. For the hydroseeding process, a mobile tank with a capacity of at least 500 gallons shall be filled with water and the mixture noted above in the specified proportions. The resulting slurry shall be thoroughly mixed by means of positive agitation in the tank. Apply the slurry by a centrifugal pump using the hose application techniques from the mobile tank. Only hose application shall be permitted. At no time shall the mobile tank or tank truck be allowed onto the prepared hydroseed beds. The hose shall be equipped with a nozzle of a proper design to ensure even distribution of the hydroseeding slurry over the area to be hydroseeded and shall be operated by a person thoroughly familiar with this type of seeding operation.
  - 4. Limit of grading and earthwork shall be limit of hydroseeding unless otherwise indicated on the Contract Documents. All lawn areas disturbed outside the limit of hydroseeding shall be hydroseeded.
  - 5. Hydroseeding shall be a two-step process.
    - a. Step one shall consist of spreading 100 percent of the required seed uniformly over the prepared loam bed so that the seed comes into direct contact with the soil. To mark the progress of the hydroseeding operation the Contractor may add 10 percent of the wood cellulose fiber mulch to the slurry.
    - b. Step two shall consist of a separate application of wood cellulose fiber mulch immediately following the first step of hydroseeding noted above. Apply the wood cellulose fiber mulch at a rate of 2,000 pounds per acre.
- D. If seeding is authorized between May 15 and August 15, add one (1) pound of annual rye grass per 1,000 square feet to the specified seed mix.
- E. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such that satisfactory results are not likely to be obtained, halt work as directed and resume only when conditions are favorable or when approved alternate or corrective measures and procedures have been effected. No seeding shall be done when the ground is frozen, excessively wet or otherwise nontillable.

### 3.5 EROSION CONTROL

- A. It shall be the responsibility of the Contractor to render all lawn areas and plant beds erosion free. The Contractor may accomplish this by any of several alternate methods, any of which may be used



provided such method is acceptable to the Owner's Representative. Approval of method by Owner's Representative does not free Contractor of responsibility for controlling erosion.

### 3.6 PLANTING

A. Inform the Owner's Representative when planting will commence and the anticipated delivery date of plant material. Failure to notify the Owner's Representative in advance, in order to arrange proper scheduling, may result in loss of time or removal of any plant or plants not installed as specified or directed.

B. PLANTING OPERATIONS FOR TREES, SHRUBS AND PERENNIALS:

1. Place wood stakes in proposed locations for trees and shrubs and obtain approval of Owner's Representative before excavation is begun. Make adjustments in locations as directed.
2. Establish finish grades for plant beds. Excavate to depths required and regrade subgrade as necessary. Separate subgrade soils from upper "topsoil" portions and remove subgrade soils immediately wherever encountered during planting operations. Loosen top 6 inches of subgrade in pits and beds immediately prior to placing planting soil.
3. If stone, underground construction work, tree roots, poor drainage or obstructions are encountered in the excavation of plant pits, alternate locations may be selected by the Owner's Representative without additional cost. Where locations cannot be changed as determined by the Owner's Representative submit cost required to remove obstructions to a depth of not less than 6 inches below the required pit depth. Proceed with work only after approval of Owner's Representative.
4. Notify Owner's Representative in writing of all soil or drainage conditions which the Contractor considers detrimental to the growth of plant material.
5. Set plants at the same relationship to finished grade as they bore to the ground from which they were dug. After settlement, the crown of the plant ball shall not be more than one inch lower than the surrounding finished grade. Backfill planting soil in layers of not more than 8 inches and tamp each layer before the next layer is placed. When plants have been backfilled approximately 2/3 full, water thoroughly before installing remainder of planting soil to top of bed, eliminating all air pockets. Do not backfill beds with planting soil until the exact location of all plants is approved by the Owner's Representative.
6. Set plants in the center of pits, plumb and straight. Brace rigidly in position until the planting soil has been tamped solidly around the ball and roots. Cut ropes or strings from top of ball after plant has been set. Remove top 1/3 of burlap wrapping around ball.
7. Mulch and water all plants immediately after planting. Flood plants with water twice within 24 hours of planting. Smooth planting areas to conform to specified grades after full settlement has occurred and mulch has been applied. Form saucers around trees planted in lawn areas.
8. After plants have been installed and prior to placement of mulch, place 1 packet of "PHC Plant Saver 4-7-4" in the top 1/2" of planting soil. Work into planting soil so that the material is incorporated.

C. FERTILIZING

1. For Spring planting only add commercial fertilizer to the planting soil at the rate recommended in the topsoil analysis. Mix thoroughly.
2. Fertilize Fall planting the following Spring. Place fertilizer for other plant material over planting area and work into upper soil layer. Use commercial fertilizer at the following rates:

Trees:	2 pounds per inch of caliper
Plant Beds:	4 pounds per 100 square feet

D. PRUNING

1. Prune new plants only at time of planting and in accordance with American Association of Nurserymen standards in such a manner as to preserve the natural character of the plant. Pruning shall be done by experienced personnel under the supervision of the Owner's Representative.
2. Remove all dead wood, suckers and badly bruised or broken branches. In addition, remove approximately 1/4 of all small branching leaf canopy of deciduous plants by thinning out and shortening branches. Do not cut the leader. Trees with leaders removed shall be rejected. Use only clean sharp tools. Make all cuts flush with the trunk or branch.

E. CLEANUP: Upon completion of planting and pruning operations, remove all excess soil and debris from the site and repair any damage caused by these operations.

### 3.7 MAINTENANCE AND PROTECTION

A. MAINTENANCE shall begin immediately upon completion of seeding and after each plant is planted and shall continue until acceptance or for at least 30 days or as much longer as necessary to establish a uniform stand of the specified grasses or until substantial completion, whichever is later with the following requirements.

1. In the event that lawn operations are completed too late in the Fall for adequate germination and/or growth of grass, maintenance shall continue into the following Spring.
2. Maintenance of lawn areas shall consist of watering, weeding, cutting, raking of leaves, repair of all erosion, reseeding as necessary to establish a uniform and knitted stand of the specified grasses.
  - a. In seeded areas, keep soil moist during germination period. After germination, supplement natural rainfall to produce a total of 2 inches per week. Water lawns not less than twice per week until acceptance.
3. Maintenance of new planting shall consist of pruning, watering, cultivating, weeding, mulching, resetting plants to proper grades and/or upright position and restoration of planting saucers.
4. Furnish and apply such pesticides as are necessary to keep these areas free of insects and disease. Pesticides shall be approved by the Owner's Representative prior to use. Use in accordance with the specifications of the prevailing Public Health Authority.
5. Do not attempt first mowing until seeded areas reach 2-1/2 inches in height. Do not remove more than 40% of the grass leaf in initial or subsequent mowings. Maintain grass at 2 inches in height. Remove grass clippings. Lawns shall receive at least 3 mowings before acceptance.
6. Reseed areas greater than one foot square which fail to show a uniform stand of grass. To be acceptable, a stand of grass shall have a uniform count of at least 100 plants per square foot.
7. Immediately prior to the end of the maintenance period after Spring seeding, or early the following Spring for lawns established in the Fall, apply ammonium nitrate at the rate of 20 pounds per 1,000 square feet over lawn areas. Apply only when grass blades are dry. Water thoroughly after application.

#### B. PROTECTION

1. Protect planting areas and seeded lawn at all times against trespassing and damage of all kinds for the duration of the maintenance period. If any plants become damaged or injured, treat or replace them as directed by the Owner's Representative at no additional cost to the Owner.
  - a. Newly seeded lawn areas shall be protected by a 4-foot high barrier of Tenax 4 ft. x 50 ft. Saf-T-Sno HD Snow Fence, 4 ft. HDPE snow fence, or approved equal. Color shall be orange or red.
2. Provide additional temporary protection fences and barriers in other locations where deemed necessary.
3. Remove temporary protection devices at the completion of maintenance period.

### 3.8 INSPECTION AND ACCEPTANCE

- A. At the end of the maintenance and protection period, submit a written request to the Owner's Representative to inspect all work for acceptance at least 10 calendar days before the anticipated date of inspection.
- B. Until this portion of the work is finally accepted, the Contractor shall be required to repair and replace any lawn area that is defective or becomes damaged when, in the judgment of the Owner's Representative, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications. The cost of necessary repairs or replacements shall be borne by the Contractor.
- C. Acceptance of plant material by the Owner's Representative shall be for general conformance to the specified size, character and quality and shall not relieve the Contractor of responsibility for full conformance to the Contract Documents including correct species.
- D. If a substantial number of plants are sickly or dead at the time of inspection, acceptance will not be granted, and the Contractor's responsibility for maintenance of all plants shall be extended until replacements are made. Replacements shall conform in all respects to the Specifications for new plants and shall be planted in the same manner.
- E. Upon acceptance of the work, the Contractor shall be relieved of further responsibility for care and maintenance of the accepted areas. The Owner will be responsible for the maintenance of new lawns and planting upon acceptance of the work, and continuing through the guarantee period.

### 3.9 GUARANTEE PERIOD AND REPLACEMENTS

- A. Establishment shall begin immediately after each plant is planted and shall continue until the issuance of the Certificate of Acceptance. The Contractor shall guarantee all plants and plant beds for a period of one year after the issuance of the Certificate of Acceptance as part of the base contract.
  - 1. All plant material guaranteed by the Contractor shall be in a good healthy and flourishing condition at the end of the guarantee period.
  - 2. Plants that die during the guarantee period shall be replaced as directed below and as authorized by the Owner.
- B. Lawn turf installed in the fall shall be guaranteed until the following spring.
- C. The Contractor shall furnish the Owner with a cost for one year of guarantee of all plantings which is included in the unit pricing for plants.
- D. Establishment and guarantee shall consist of keeping the plants in a healthy growing condition, weeding, cultivating, re-mulching, removal of dead material, and resetting plants to proper grades or upright position.
- E. Replace without cost to the Owner, and as soon as weather permits, and within a specified planting period, all dead plants and all plants not in a vigorous, thriving condition, as determined by the Owner's Representative during and at the end of the guarantee period. Plants shall be free of dead or dying branches and branch tips, and shall bear foliage of a normal density, size and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this Specification. Make all necessary repairs due to plant replacements at no additional cost to the Owner.
- F. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the Owner may elect subsequent replacement or credit for each item.

- G. Make periodic inspections as necessary, at no extra cost to the Owner, during the guarantee period to determine what changes, if any, should be made to the Owner's maintenance program. Submit in writing to the Owner's Representative any recommended changes.

### 3.10 FINAL INSPECTION AND ACCEPTANCE

- A. At the end of the guarantee period, submit a written request to the Owner's Representative to inspect all guaranteed work for final acceptance at least 10 calendar days before the anticipated date for final inspection.

## PART 4 - COMPENSATION

### 4.1 METHOD OF MEASUREMENT

- A. The quantity of mechanically screened loam rehandled and spread for seeded lawns and planting from a stockpile on site shall include any excavation, screening, amendments and fine grading.
- B. Topsoil and Planting Soil furnished and spread will be measured by the cubic yard installed. Installation shall include any fine grading and filling of the subgrade required, furnishing and placing topsoil and amendments, and compaction.
- C. Mulch furnished and spread will be measured by the cubic yard installed. Installation shall include any fine grading and filling of the subgrade required, furnishing and placing mulch, and compaction.
- D. Seeded Lawn constructed shall be measured by the Square Foot installed. Installation shall include seeding, fertilizing, maintenance and protection.
- E. Plants including trees, shrubs and perennials will be measured as a unit in place, including excavation, fertilizer, plants, staking, maintenance, protection and guarantee.
- F. Alternate No. 1: One (1) Red Oak at 3" caliper, in location as shown on the Drawings, will be measured per Each installed. Installation includes excavation, fertilizer, plant material, staking, maintenance, protection and guarantee.
- G. Alternate No. 2: One (1) Red Oak at 3" caliper, in location as shown on the Drawings, will be measured per Each installed. Installation includes excavation, fertilizer, plant material, staking, maintenance, protection and guarantee.
- H. Alternate No. 3: Shrubs and Perennials will be measured as a group in place, including excavation, fertilizer, plants, maintenance, protection and guarantee.

### 4.2 BASIS OF PAYMENT – All payments shall include full compensation for all labor, tools, equipment, and all incidental work necessary to complete the work under these items as shown on the Drawings, as directed by the Owner's Representative, and as specified.

- A. Topsoil Spread and Fine Graded from Stockpile. The Contractor will be paid for at the contract unit price per cubic yard, complete in place, which price shall also include all fine grading for bed preparation and the grading of areas where stockpiles of topsoil and/or loam are removed.
- B. Topsoil Furnished and Spread will be measured by the cubic yard installed. Installation shall include any fine grading and filling of the subgrade required, furnishing and placing topsoil and amendments, and compaction.

- C. Planting Soil furnished and spread will be measured by the cubic yard installed. Installation shall include any fine grading and filling of the subgrade required, furnishing and placing planting soil and amendments, and compaction.
- D. New seeded lawn will be measured at the Contract Unit Price per SQUARE FOOT, complete in place. Installation shall include seeding, mulch, watering and fertilizer, complete in place.
- E. New mulch beds will be measured at the Contract Unit Price per CUBIC YARD, complete in place. Installation shall include fine grading and mulch.
- F. Trees will be paid for at the Contract Unit Price each, complete in place.
- G. Alternate No. 1: One (1) Red Oak, in location as shown on the Drawings, will be measured per Each installed. Installation includes excavation, fertilizer, plant material, staking, maintenance, protection and guarantee.
- H. Alternate No. 2: One (1) Red Oak at 3” caliper, in location as shown on the Drawings, will be measured per Each installed. Installation includes excavation, fertilizer, plant material, staking, maintenance, protection and guarantee.
- I. Alternate No. 3: Shrubs and Perennials will be measured as a group in place, including excavation, fertilizer, plants, maintenance, protection and guarantee.

#### 4.3 PAYMENT ITEMS

<b>Item 36</b>	<b>Topsoil Spread and Fine Graded from Stockpile -</b>	<b>Cubic Yard</b>
<b>Item 37</b>	<b>Loam Delivered, Spread and Fine Graded -</b>	<b>Cubic Yard</b>
<b>Item 38</b>	<b>Planting Soil Furnished and Spread</b>	<b>Cubic Yard</b>
<b>Item 39</b>	<b>Seeded Lawn</b>	<b>Square Foot</b>
<b>Item 40</b>	<b>Mulch</b>	<b>Cubic Yard</b>
<b>Item 41</b>	<b>Syringa reticulata ‘Ivory Silk’ -</b>	<b>Each</b>
<b>Item 42</b>	<b>Ginkgo biloba ‘Autumn Gold’ -</b>	<b>Each</b>
<b>Item 43</b>	<b>Ulmus parviflora ‘Athena’ -</b>	<b>Each</b>
<b>Item 44</b>	<b>Alternate No. 1 - Red Oak -</b>	<b>Each</b>
<b>Item 45</b>	<b>Alternate No. 2 - Red Oak -</b>	<b>Each</b>
<b>Item 46</b>	<b>Alternate No. 3 - Shrub and Perennial Planting</b>	<b>Lump Sum</b>

END OF SECTION  
32 90 00

## DIVISION 33 – UTILITIES

### SECTION 33 00 00 - SITE UTILITIES

**Item 47 Drinking Fountain**

**Item 48 Leaching Basin**

**Each  
Lump Sum**

#### PART 1 – GENERAL

##### 1.1 REFERENCE

- A. Attention is directed to the printed form of the Contract, General Conditions, Supplementary General Conditions and Division 1 of which these specifications are hereby made a part.

##### 1.2 SUMMARY

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to leaching basin and drinking fountain installation and connection of water and drain lines to existing.

##### 1.3 RELATED WORK UNDER OTHER SECTIONS

- A. Section 31 00 00 - Earthwork
- B. Section 32 10 00 - Bases, Ballasts, Paving and Curbing

##### 1.4 SUBMITTALS

- A. Submit the following:
  - 1. Product Data: Submit manufacturer's technical product data and installation instructions for leaching basin materials, drinking fountain and miscellaneous pipe connections as required by the installation. All pipe furnished under the contract shall be manufactured in accordance with these Specifications.

##### 1.5 REFERENCE STANDARDS

- A. The following standards are applicable to the work of this Section to the extent referenced herein:
  - 1. ASTM: American Society for Testing and Materials.
  - 2. ANSI: American National Standards Institute.
  - 3. AASHTO: American Association of State Highway and Transportation Officials.

##### 1.6 QUALITY ASSURANCE

- A. Environmental Agency Compliance: Comply with local environmental regulations pertaining to storm drainage systems.

##### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Protect pipe, pipe fittings, and seals from dirt and damage.

##### 1.8 PROJECT CONDITIONS

- A. Comply with State Environmental Code.
- B. Existing Utilities: Do not interrupt existing utilities serving the existing building.

## 1.9 CODES, TESTS AND INSPECTIONS

- A. The water line connection shall comply with all local and state laws and ordinances and with all the established codes applicable thereto. Follow requirements of this specification when in excess of the aforementioned regulations.

- 1. Install plumbing components in compliance with plumbing codes.

## 1.10 SEQUENCING AND SCHEDULING

- A. Contractor is responsible for coordinating the installation of the drinking fountain with the permanent structures on site.

## 1.11 TESTING

- A. Furnish all labor, material, instruments, supplies and services, and bear all costs for the accomplishment of the tests herein specified. Correct all defects appearing under test, and repeat tests until no defects are disclosed. Leave equipment clean and ready for use.
- B. Test all piping systems with constant water pressure of 150 psi until all joints are inspected. Pipe joints shall hold tight at the pressure head stated. All waterlines and valves shall be tested and approved before backfilling. Test drainage system for leaching basin after piping has been installed.
- C. Test and/or check lines before and after backfilling to assure free flow. Remove obstructions, replace damaged components and retest system until satisfactory.

## PART 2 - PRODUCTS

### 2.1 AGGREGATES

- A. In accordance with the requirements of Section 31 00 00 EARTHWORK.

### 2.2 PIPES AND FITTINGS

- A. Water Line shall be PVC or PEX piping, solid.
- B. Drain (Waste) Lines shall be Schedule 40 PVC, solid.

### 2.3 LEACHING BASIN

- A. Leaching basin shall be constructed from an 18" diameter, heavy duty PVC drain.
- B. Cover shall be with an H-20 cast iron cover sized to fit leaching basin.
- C. Leaching Basin and cover shall be by Nyloplast, 3130 Verona Ave. Buford, GA 30518, tel: 866-888-8479, or approved equal.

### 2.4 DRINKING FOUNTAIN

- A. Drinking Fountain shall be Model #440SM by Most Dependable Fountain, Inc., Arlington, TN, tel: 1-800-552-6331, email: [www.mostdependable.com](http://www.mostdependable.com), or approved equal.
  - 1. Fountain shall be a freeze-resistant, barrier-free, pedestal drinking fountain with polished stainless steel bowl and powder-coated galvanized steel pedestal. Color shall be selected by Owner's Representative.
  - 2. Fountain design meets ADA 'hi-lo' requirements for use.
  - 3. Deliver fountain with 10" stainless steel surface carrier and surface mount template.



4. Fountain shall be made of one piece weld construction with standard 3/16" wall thickness.
5. Receptor Bowl shall be made of 18 gauge electro-polished stainless steel.
6. Fountain comes with 1 year warranty.
7. Fountain shall be delivered with zinc plated rods for attachment into concrete pad.

## 2.5 MISCELLANEOUS MATERIALS

1. EPOXY GROUT shall conform to ASTM C-881 and equal to "Sikadur 32, Hi-Mod" high strength adhesive as manufactured by Sika Corporation, Lyndhurst NJ, or approved equal.

## PART 3 - EXECUTION

### 3.1 EARTHWORK

- A. Excavating, trenching, and backfilling shall be as specified under the work of Sections 31 00 00 EARTHWORK.

### 3.2 INSTALLATION, GENERAL

- A. Drawings indicate the general location and arrangement of the new drinking fountain and leaching basin. Install piping as required to connect water line in new fountain to existing water line on the site and to connect waste line to new leaching basin.
- B. Use proper size increasers, reducers, and couplings, where different sizes or materials of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.

### 3.3 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General Locations and Arrangements: Contract Drawings indicate the general location and arrangement of the drain pipe. Install the drain pipe as indicated, to the extent practical.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Maintain swab or drag in line and pull past each joint as it is completed. All piping shall be laid in the dry.
- C. Install piping pitched down in direction of flow as indicated on the Contract Drawings and in accordance with governing authorities having jurisdiction, except where more stringent requirements are indicated.
- D. Acceptance of Pipe: Acceptance will be on the basis of tests specified herein before. The quality of all materials used in the pipe, the process of manufacture, and the finished pipe shall be subject to review by the Engineer. Inspection may be made at the place of manufacture, or on the work site after delivery or at both places and the pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements, even though sample pipe units may have been accepted as satisfactory at the place of manufacture. All pipe which is rejected shall be immediately removed from the project site by the Contractor.

### 3.4 BACKFILLING

- A. General: Initial backfill shall be placed evenly on both sides of the pipe connections to distribute the load and not to cause movement or deflection of the pipe.

### 3.5 DRINKING FOUNTAIN INSTALLATION

- A. Install drinking fountain in location and orientation as shown on Drawings. Fountain shall be installed plumb in all directions.



- B. Securely fasten drinking fountain to concrete slab with surface carrier, stainless steel fasteners and surface mount template as provided by manufacturer.
- C. Install epoxy and sealants in strict accordance with manufacturer's written instructions.
- D. Repair damaged surfaces and finishes after completion of installation, or replace damaged members as directed where damage is beyond satisfactory repair.
- E. Fountain waste line shall be directed into a new PVC drain line which is sloped towards the new leaching basin. Drain Line shall be inserted into Leaching Basin as shown on Drawings.

### 3.6 LEACHING BASIN

- A. Basin shall be perforated by manufacturer to allow for leaching of drainage out of basin. Install leaching basin and cover as indicated on the Drawings.

### 3.7 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
  - 1. Place plug in end of incomplete piping at end of day and whenever work stops.
  - 2. Flush piping to remove collected debris.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.
  - 1. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visual between structures.
    - b. Crushed, broken, cracked, or otherwise damaged piping.
    - c. Infiltration: Water leakage into piping.
    - d. Exfiltration: Water leakage from or around piping.
  - 2. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
  - 3. Reinspect and repeat procedure until results are satisfactory.

## PART 4 - COMPENSATION

### 4.1 METHOD OF MEASUREMENT

- A. The new Drinking Fountain will be measured at the Contract Unit Price per EACH, complete in place. Installation shall include any excavation, water and waste connections and installation of drinking fountain.
- B. The new Leaching Basin will be measured at the Contract Unit Price per EACH, complete in place. Installation shall include any excavation, trenching, backfill, sand bedding, crushed stone, compaction, leaching basin and cast iron cover, and PVC drain line installation.

### 4.2 BASIS OF PAYMENT – All payments shall include full compensation for all labor, tools, equipment, and all incidental work necessary to complete the work under these items as shown on the Drawings, as directed by the Owner's Representative, and as specified.

- A. New Drinking Fountain. The Contractor will be paid for at the contract unit price per EACH, complete in place, which price shall also include any excavation, water and waste connections and installation of fountain.

- B. New Leaching Basin. The Contractor will be paid for at the contract unit price per LUMP SUM, complete in place, which price shall also include any excavation, trenching, backfill, sand bedding, crushed stone, compaction, leaching basin and cast iron cover, and PVC drain line installation.

4.3 PAYMENT ITEMS

<b>Item 47</b>	<b>New Drinking Fountain</b>	<b>Each</b>
<b>Item 48</b>	<b>New Leaching Basin</b>	<b>Lump Sum</b>

END OF SECTION  
33 00 00

**DRAWINGS MAY BE OBTAINED THROUGH  
THE PURCHASING DEPARTMENT**

**(Call to ensure availability 617-796-1220)**

**(6 PAGES)**

**END OF SECTION**